



# Aim To Capture Photography Limited Terms and Conditions

## 1. INSTRUCTIONS HAVE TO BE WRITTEN

This is regarding the booking of a photo shoot and the ordering of any photographs and/or products, as it makes sure everyone gets what they are looking for out of the photographic session.

## 2. COPYRIGHT TERMS AND LICENSE DETAILS

The copyright holder of the photographic works is the photographer and will remain to be the photographer under any license. The license, which the client attains, is a personal license unless determined otherwise through written consent by Aim To Capture Photography Limited for a commercial license. The license is issued at full payment of the order.

**Personal license:** Obtaining this type of license means you can use the photographic works on personal sites, personal computers, creating personal prints or videos for non-commercial activities. You must not resale, sublicense, relicense or collect any remuneration for the photographic works. You can print photographs for personal use only.

**Commercial license:** Attaining a commercial license means the photographs can be used for advertising in a business situation or for a business. The photographs can be used on business products and for forms of advertising that has been agreed to in writing before the license has been granted. You attain a license to print photographic works for business purposes. Therefore, you are not obliged to attribute (credit the photographer).

## 3. PHOTOGRAPHER'S RIGHTS

Once the photographs are captured and model release or client release and/or property release has been signed you acknowledge the photographers' rights and agree to admit them. One right is to use the photographic works in advertising, promotion of work and commercial activities. The photographer can also enter into photographic competitions and submit work for awards as well as material being published in relation to any promotion of the competitions and awards using the photographs. Another right is that Aim To Capture Photography Limited/the photographer can submit the photographs for display at art galleries and other premises.

## 4. COPYRIGHT/OWNERSHIP

The photographer will remain as the first owner of the photographic works whilst the client is granted a license to have and use the photographs based on these terms. Clients can request a different license later on, which would come at an additional cost depending on the specific license request. Clients are not allowed to give images to a third party/parties to use without expressed written consent from Aim To Capture Photography Limited.

## 5. PRIVACY, CONFIDENTIALITY AND PERSONAL INFORMATION

Aim To Capture Photography Limited will take all practical steps to ensure privacy protection by abiding by the Privacy Act 1993 that protects privacy. If the client would like to keep any information or material communicated to Aim To Capture Photography Limited confidential or it is of that nature, they must advise Aim To Capture Photography Limited. This information or material will only be used for the purposes of carrying out the photographic session and consequential purchases and on legally binding documents such as the Booking and Order Agreements.

## 6. PAYMENTS AND INTEREST

The client must pay the various amounts payable in accordance with Order and Booking Agreements and if the client fails to do this they may incur an interest rate of up to 2% per month or part month that the payment is overdue. On the day of the photographic session the session fee is due to be paid otherwise the photo shoot may be cancelled.

## 7. COMPENSATION

If there is any damage, loss or expense due to the client disregarding and breaching the terms and conditions then they must reimburse Aim To Capture Photography Limited for all those losses, expenses or damages.

## 8. BOOKING CANCELLATION AND POSTPONEMENT

When a client cancels or postpones a booking, there must be at least 48 hours notice otherwise there may be a small fee at Aim To Capture Photography Limited's discretion. The payment, which is due to the Booking Agreement(s) must be paid at the outlined date in the Booking Agreement(s) regardless of whether the booking is attended. If the weather is significantly bad (thunder/lightning/heavy downpour) then Aim To Capture Photography Limited will postpone the shoot to a later date. Notification of the postponement will be through an email or phone based system. Postponing the same session three times will result in an administrative fee (unless Aim To Capture Photography has postponed it due to weather forecasts).

## 9. PUNCTUALITY

Every person or party must be on time for the photo shoot otherwise Aim To Capture Photography Limited can cancel or postpone the booking at their discretion. It's the client's responsibility to make sure everyone is punctual.

## 10. COLOUR VARIATION

The client must acknowledge that photographic works may discolour or fade over time, because of inherent qualities of materials that are used and therefore will release Aim To Capture Photography Limited from any claims or liabilities to do with colour variation. Aim To Capture Photography Limited is not liable for any variation in colour if the printed works are not purchased through this business. Colours will vary on different screens.

## 11. CONSUMER GUARANTEES ACT 1993

The Consumer Guarantees Act 1993 may apply to photographic works acquired by the client through Aim To Capture Photography Limited if the photographic works are to be used for personal/domestic use. When this Act applies these terms shall not limit or exclude the Client's rights for this act. However, if the photographic works are for commercial use these standard terms will apply whilst the Act shall not for the client.

## 12. PHOTOGRAPHER LIABILITY

Aim To Capture Photography Limited is not liable for losses except under the Consumer Guarantees Act 1993. This means Aim To Capture Photography Limited is not liable for loss or damage due to delay in completion of photographic works, loss of profits and indirect or consequential loss of whatever nature. This also includes any loss as a result of an error or omission from an oversight or misunderstanding of a client's verbal directions. Aim To Capture Photography's liability is limited for any costs, loss or damage suffered by the client connected to the performance or failure of performance by Aim To Capture Photography Limited unless in contrary to Consumer's Guarantees Act 1993 and must not be greater than the value of the payment made to this photography business in accordance with the Booking and Order Agreements.

Initials: \_\_\_\_\_

## 13. ORDER TERMINATION

Order termination from a client must be written and given with a sufficient amount of notice to Aim To Capture Photography Limited (five days prior to order delivery). The photography business will receive compensation from the client for all payments due in the Order Agreement (including the proportion of the order, which has already been completed at the date of termination). Once the receipt of that termination notice is attained Aim To Capture Photography Limited will take immediate action to bring the services to a close.

## 14. INDEMNITY FOR BREACHES

Clients must indemnify Aim To Capture Photography Limited from any claims, costs or expenses arising out of any illegal or defamatory photographic works produced for the client or infringement of intellectual property right of any person.

## 15. FORCE MAJEURE

The client and Aim To Capture Photography Limited aren't liable for any damage or loss arising indirectly or directly from an act of Religion, armed conflict, fire, civil commotion, labour disputes, intervention of a government, interruption to transport, accidents, weather or any other cause outside Aim To Capture Photography Limited's control.

## 16. CLIENT/MODEL/PROPERTY RELEASES

These forms must be signed by the person/people participating in the photographic session and grant the photographer rights to use images for advertising and future business works and commercial or competition purposes or publications. In the case of a model/person in the shoot being under eighteen years old a legal guardian must sign the release form for them. When a session includes pets or an equine the owner must sign the release form as well to give written consent for the photographs to be taken and used in Aim To Capture Photography Limited's portfolio.

## 17. IMAGE ALTERATIONS

Once the photographs are captured and the model release or client release signed they will be processed by the photographer and then given to the client. However, both personal and commercial licenses do not allow a right to alter the images in anyway (this refers to re-editing or applying filters). The only exception is the images can be changed to black and white. They can be cropped slightly with permission of Aim To Capture Photography Limited.

## 18. PHOTOGRAPHER DISTRACTIONS

Aim To Capture Photography Limited allows people who are friends or family members to use phones only to take photographs during the shoot, as a behind the scenes component under **one condition**. This condition is that the person with the phone is not allowed to distract the photographer during the shoot, such as standing in front of the photographer taking photographs.

## 19. PHOTOGRAPHER ACTING AS AGENT

Aim To Capture Photography Limited doesn't act as an agent.

## 20. EXCLUSIVE PHOTOGRAPHER

Aim To Capture Photography Limited reserves the right to be the only professional photographer at a session and if there is to be shared work or booking for only part of an event they must be notified.

## 21. HARRASSMENT

Aim To Capture Photography's photographer/s reserve the right to leave if anyone who is a part/member of the session and/or event becomes inappropriate or causes harm to any person. This unacceptable behavior will not be tolerated.

## 22. SUBJECT CO-OPERATION

The photographer from Aim To Capture Photography Limited is not liable for subjects of the sessions (specifically children) not listening or co-operating throughout the duration of the session.

## 23. ADDITIONAL RETOUCHING/EDITING

If a client would like additional editing or retouching there will be an extra cost dependent on the amount of time the editing takes and what exactly in the image is being altered. This cost will vary and will be determined and advised by Aim To Capture Photography Limited.

## 24. ORDER SCHEDULING

The client must book an order session for an in-person consultation or gallery delivery date at the time they book their session date (when the photographs are taken). There will be no sneak peaks or previews until the session fee has been paid. There will be a 10% discount on orders made on the day of delivery exclusive of the digital photographs clients are entitled to by purchasing a session or package. Regarding requesting rushed delivery of the order (whether it is digital and/or additional prints) the client must communicate the urgency before the session date is booked. This will incur a small fee (to be advised).

## 25. GALLERY ACTIVATION

The client's gallery will be active for 2 weeks to decide on what photographs they are ordering both digitally and if there are any prints of certain photographs they would like. This only applies to sessions excluding event photography. After a week, they will need to pay a re-activation fee for the gallery.

## 26. LONG DURATION SESSIONS

If an event being covered by Aim To Capture Photography is longer than four hours then the photographer will be allowed to take a small break to eat and replenish themselves before continuation of the job.

## 27. ANIMAL SAFETY

Animals are highly unpredictable in nature, especially equines. Aim To Capture Photography Limited is not liable for the actions of the animal/s during a session. The photographer/s is also not responsible for injuries or harm to animals or humans during the session, because of the unpredictable nature of animals. Aim To Capture Photography Limited strongly recommends the use of helmets when photographing equine/s being ridden. If the rider chooses not to wear a helmet the company is not liable for any injury or harm that may occur due to this decision.

## 28. USAGE OF PROPERTY FEES

Certain situations like horses at a boarding stable may result in the owner of the stable charging a usage fee to take photographs or use their property for a session. If this does occur it is the client's responsibility to pay this fee, so they can undergo this photographic session.

By signing these terms and conditions you have understood and agreed to abide by these clauses and if violation does occur you will immediately correct it.

Signed \_\_\_\_\_

Date of signature: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials: \_\_\_\_\_