

# Nadine Brandt Photography - Terms and Conditions

- 1) These terms and conditions apply to all photography commissions performed by Nadine Brandt Photography.
- 2) **Product definition:** Full resolution digital files are high quality sRGB files in JPEG format at 300ppi x (required print size). Client is responsible for checking colour accuracy before printing, Nadine Brandt Photography holds no responsibility for quality as result of inferior printing labs employed by the client.
- 3) **Travel expenses:** If the session is to take place on location and outside of the M25, appropriate travel expenses will be charged. The client will be advised of the amount before commissioning unless otherwise agreed.
- 4) **Deposit and payment:** The session fee is required to lock in the date of the session. This is required at least one week before the session is due to take place, unless otherwise agreed with the client. Once payment is made, in order for Nadine Brandt Photography to confirm the payment, a payment reference is needed.
- 5) **Cancellation and rescheduling:** In the event of client cancellation the session fees paid are non-refundable, unless agreed by Nadine Brandt Photography. They are transferable, and every effort will be made to reschedule as soon as possible.
- 6) **Prices, Orders and Payment:** Prices shown are subject to change without notice. The client will pay the prices stated at the time of booking the session. Prices for products are as stated in subsequent emails and are not subject to negotiation.
- 7) **Selection of images:** Nadine Brandt Photography reserves the right to select the photographs for the gallery, and online transfer.
- 8) **Copyright and Reproductions:** The photographer owns and retains the copyright for all images created, work released is covered by a creative commons licenses which allow the client to copy, reproduce and print the supplied images for non commercial use.
- 9) **Photographic Materials:** All photographic materials, including but not limited to digital files, contact sheets, proofs and previews are the exclusive property of the photographer.
- 10) **Client's Usage:** Photographs may be used for private, non-commercial purposes and for the client's own self-promotion. Digital files, may be used on the clients private, personal website, blog, employer's website and on social and professional networking sites. For all other commissions, usage as per agreement.
- 11) **Additional usage:** If the client wishes to make additional uses, permission from Nadine Brandt Photography is required and the payment of an additional fee may be required.
- 12) **Photographer usage:** Nadine Brandt Photography reserves the right to use the photographs for self promotion, including portfolio, website gallery, printed marketing materials, articles exhibitions or photographic competitions. Under no circumstances will photographs from a private commission be sold to anybody but the client.
- 13) **Failure to perform:** If the photographer cannot perform this agreement due to a casualty, accident, illness, fire, terrorism, equipment malfunction or other cause beyond the photographer's control, the photographer will offer to re-schedule at no extra cost to the client or return the session fee to the client but shall have no further liability with respect to the agreement. In the event that the photographer fails to perform for any other reason, the photographer is not liable for any amount in excess of money already received from the client. The photographer shall have no further liability for losses, including consequential losses, incurred by the client.
- 14) **Loss and damage of materials:** In the event that photographic materials are damaged in processing, lost through equipment malfunction, lost in the mail, or otherwise lost or damaged, the photographer will offer to re-shoot at no extra cost to the client, but shall have no further liability of losses, including consequential losses, incurred by the client.