

CDP Product & Promotional Shoots

Terms & Conditions

It is mutually agreed that the following terms and conditions form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by Ian Johnson trading as Classical Digital Photography (CDP) (also called "the Photographer" or "the Photographers") in writing.

Data Protection Act 1998 - The photographs which you have agreed to be used on the Photographic Consent Form will be used solely for the purpose of promoting the activities of CDP and will be held without limit or time.

When you purchase our services, you also represent to us that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us with regard to: (1) the purposes for which such third party's personal data have been collected, (2) the intended recipients or categories of recipients of the third party's personal data, (3) which of the third party's data are obligatory and which data, if any, are voluntary, and (4) how the third party can access and, if necessary, rectify the data held about them. In addition to the privacy protections that we provide, our employees, agents and business partners are independently responsible for ensuring compliance.

You are protected by UK law under the Data Protection Act. This act can be found at www.dataprotection.gov.uk

The Data Protection Act stipulates that you are or your guests are entitled to withdraw your or their consent at any time in the future should you or they wish to. You may do this by writing to us at the address given on the reverse of this form. Personal data supplied to the Photographer may be stored for future use. This data will only be used to inform you of future opportunities and to be kept up to date and will only be held as long as is necessary. The Photographer will take all necessary steps to ensure the information is held and used in accordance with the above Act. CDP will not publish personal details of any individual alongside any image in our printed material or on the website. However, we do not accept any responsibility if you are recognised from the image by members of the public.

Copyright - The 1988 Copyright Act assigns the copyright to the Photographer. It is contrary to the Act to copy, publish, reproduce or store images electronically, unless the express permission of CDP has been purchased. If permission is granted, then transfer of the copyright commences only once payment for the copyright has been made in full. The Client may not (either personally or via a third party) alter or add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with, another picture.

Force Majeure - Every effort will be made to carry out the contract but its due performance is subject to alteration or cancellation by the Photographers owing to any cause beyond their control (e.g. acts of God, change in legislation, floods, fire, computer failure, etc.). In the unlikely event of total photographic failure or cancellation of this contract by the Photographers, liability shall be limited to a full refund of all monies paid.

Law - These Terms and Conditions shall be governed and construed in accordance with the Laws of England.

Liability - The Photographers shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to our customers arising from delay in transit. Where work is defective for any reason, including negligence, our liability (if any) shall be limited to rectifying such defect.

Licence - The Photographers shall be granted artistic licence in relation to the photographs, the location used and digital retouching. The Photographers' judgement regarding the locations and number of photographs taken shall be deemed to be correct.

Photographs - All photograph sizes are nominal. The Photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. In the case of part mono/part colour images, the colours used will be subject to the photographer's artistic interpretation and will be deemed to be correct. All photographs supplied by CDP are produced to the highest standards using the best quality materials and latest processing techniques. However, all photographs will, in time, fade. This is particularly true if they are left in bright sunlight and are not behind glass. CDP cannot accept any responsibility for this gradual image deterioration. All pictures purchased are presumed to have been received in good condition unless the Client notifies CDP in writing of any discrepancy or error within 14 days of receipt.

Payment - A £50 non-refundable deposit is required in advance unless otherwise agreed by the Photographer.

Prices - All services and/or goods are supplied at the current prices ruling at the time of each individual payment and are subject to change without prior notice.

Refund Policy - We will not refund, nor accept the return of/refusal to pay charges for, any technically acceptable photograph supplied either in print or in electronic/digital format. No exception can be made as we cannot be held responsible for individual tastes or exceptions.

Retouching - Retouching and artist finishing is available as an optional extra and the final output and finish of any image that is re-touched will be at the photographer's discretion.

Storage of Images - Original digital images are kept on an active file for twelve months, after which time they will be deleted unless expressly stated otherwise by the Photographer.

The Photographer reserves the right to amend these Terms and Conditions without prior notice.

Name of Client/s in full:

1/.....

2/.....

3/.....

The Client/s agrees to the above term & conditions: Please print & signed below.

Print:

Signature: