



Terms and Conditions

In the following conditions of contract "The Photographer(s)" shall mean Johara Limited or, subject to condition six below, any photographers appointed by Johara Limited. "The Client(s)" shall be those whose names appear on the contract. If The Client(s) arrange for a third party to meet the costs of this contract, the contract still remains with The Client(s). The due performance of the contract is subject to the conditions below. These conditions cannot be varied in anyway by The Client(s) unless such conditions are expressly agreed by The Photographer(s) in writing.

1) Copyright:

The copyright Designs and Patents Acts 1988 assign the copyright of the images to The Photographer(s).

2) Display:

The Client(s) hereby allow(s) The Photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazines, websites, etc.

3) License, Coverage and Reproduction:

- a) Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.
- b) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The Photographer(s) judgement regarding these matters shall be deemed correct.
- c) The Photographer(s) shall endeavour to photograph all individuals as requested by The Client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.
- d) For a booking involving a church/temple ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which The Photographer(s) is able to cover the ceremony may not be The Photographer(s) choice and The Photographer(s) cannot accept responsibility for any obstructed view should this be the case.
- e) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
- f) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, The Photographer(s) will not be responsible for photographs that are not produced due to technical failure.

4) Prices:

All packages and additional goods specified on the booking form are supplied at the prices ruling on the date of the contract. Goods not specified on the booking form are supplied at the prices ruling at the time of receipt of the order.

5) Payments:

- a) Wedding client(s)
 - i) A non-refundable deposit along with a signed contract will confirm your booking.
 - ii) Payments must be made on the due date(s) before and upon product collection.
 - iii) Final payment must be made by bank transfer or cash prior to collection.
- b) Other client(s)
 - i) All fees are payable in full on booking a coverage along with a completed contract.
- c) Additional goods ordered after the contract has been signed must be paid for in full at the time of ordering.
- d) Titles to all goods remains with the photographer until paid for in full by The Client(s).

6) Force Majeure:

- a) The due performance of this contract is subject to alteration or cancellation by The Photographer(s) owing to any cause beyond their reasonable control (e.g. Sudden illness, injury, victim of crime, flooding).
- b) The Photographer will endeavour to put The Client(s) in touch with another photographer in the event they are unable to attend any of the agreed dates due to the above clause.
- c) In the event of cancellation by The Photographer(s), or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any deposits and fees paid.

7) Negatives or digital files ownership:

- a) The negatives and digital files shall remain the property of The Photographer(s) and shall be kept by them for not less than twelve months from the contract date.
- b) Should negatives or digital files be lost, damaged or destroyed for reasons beyond control The Photographer(s) liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.
- c) All orders should be placed with The Photographer(s) before the end of the 12 month period starting at the contract date. The Photographer(s) will not be liable for failure to produce any orders placed after this time.
- d) The photographer may supply a copy of the photos to The Client(s) for their own non-commercial use.

8) Cancellation and Postponement Fees:

- a) Cancellation
 - i) Wedding client(s)
 - (1) Cancellation from the booking date and more than three months to go until the first event, the deposit.
 - (2) Cancellation with less than three months to go until the first event date, full price for the complete package. The Client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.
 - ii) Other client(s)
 - (1) Cancellation from the booking date and more than 21 days to go until the first event, deposit.



- (2) Cancellation with less than 21 days to go until the first event, full price for the complete package. The Client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.
 - iii) Where The Photographer(s) is able to re-book the date with an equivalent booking then the cancellation fee will be reduced to the original deposit.
 - b) Postponement
 - i) Wedding client(s)
 - (1) Bookings postponed from the booking date and more than three months until the first event, deposit
 - (2) Bookings postponed less than three months until the first event, full price for the complete package minus any products such as albums, photo prints or frames.
 - ii) Other client(s)
 - (1) Bookings postponed from the booking date and more than twenty one days until the first event, deposit
 - (2) Bookings postponed less than 21 days until the first event, full price for the complete package.
- 9) Placing an Order and Receipt of Goods**
- a) Any alterations to orders must be notified either by telephone or in writing (sent by special delivery) within one working day of the order being placed. The Photographer(s) will not be held liable for any costs incurred due to alterations to the order made by The Client(s) after this time.
 - b) All wedding orders will take approximately six to eight weeks to complete once photos have been chosen. All other orders will take approximately four to six weeks. The Client(s) will be informed by either telephone or in writing once the order is ready and available for collection. The Photographer(s) are able to store completed orders for a maximum of two months and after this time any orders not collected may be destroyed.
 - c) The Photographer(s) must be notified either by telephone or in writing (sent by special delivery) within two working days of The Client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.
 - d) Due to the nature of the product The Photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.
- 10) Governing Law**
- Any contract made between The Photographer(s) and The Client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.
- 11) On the day:**
- a) The Photographer(s) is the only authorised and official photographers for your event unless agreed prior to booking.
- 12) Complaints**
- a) In the unlikely event of any complaint with regards to our service, all complaints must be received in writing within seven days of collection of products purchased.