

Terms & Conditions

In the following terms & conditions “the photographer” or “the videographer” shall mean De Agusty Photocinema (Photography & Videography). “The clients” shall be those persons defined as bride and / or groom, individual, or company on the form above. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by De Agusty Photocinema in writing.

1. COPYRIGHT

The copyright Designs and Patents Acts assign the copyright of the images to the photographer at all times throughout the world.

2. DISPLAY

The client(s) hereby allow(s) the photographer to display any photograph and/or videos covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

3. CREATIVE LICENSE, COVERAGE AND REPRODUCTION

i. 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 client's requirements.

ii. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer/s will do their best to honor the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather and the availability and the willingness of subjects.

iii. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

iv. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.

v. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

The Photographer and/or the videographer may substitute another photographer and/or another videographer to take the photographs and/or filming in the event of the Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the

photographer and/or the videographer taking the photographs and/or film shall be a competent professional.