

TERMS AND CONDITIONS SWITCH-A-FLASH

Switch Disco t/a Switch A Flash in no way, shape or form intend to use the captured images in a derogative or hurtful way. Due to the nature of the event all guests will be informed of the photographers presence at the start of the event, any person/s not willing to be photographed must inform the photographer

If no objections are received, switch-a-flash hereby take the above action to be a verbal contract, however a hard copy of this will be available from either the photographer or the dj/hosts.

In the following conditions of contract "The Photographer(s)" is subject to condition 7 below, any photographers appointed by Switch Disco. "The Client(s)" shall be those who attend the event organised by Switch Disco. The performance of the contract is subject to the conditions below and they cannot be varied in any way by The Client(s) neither be used against members of Switch Disco.

1. Copyright: The 1988 Copyright Act assigns the copyright of the photographs to The Photographer(s). It is therefore contrary to the Act, and illegal, to copy photographs, or allow to be copied, by any means photographic or otherwise, by any person or machine other than by The Photographer(s) or their appointed agents. Switch-A-Flash however give permission to the photographed client to post the picture/s on a social media site as long as the switch-a-flash watermark stays in place.

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, magazine articles and other such material, providing that the images used are used lawfully and without damage to The Client(s). Switch-A-flash will be uploading the images to www.switchdisco.com/pic and/or "Switch Disco's Facebook Page" to allow clients to view images, and proceed with a possible order.

3. Licence, Coverage and Reproduction:

- a. The Photographer(s) shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographer(s) judgement regarding the location, poses and number of photographs taken shall be deemed correct.
- b. Photographs taken during the course of a booking will be at the discretion of The Photographer(s) although every effort will be made to comply with The Client(s) requirements.
- c. The Photographer(s) shall endeavour to photograph all individuals at some point during the booking, but no responsibility will be taken by The Photographer(s) in the event of leaving somebody out.
- d. Due to a variety of lighting conditions and the limitations of professional film or digital capture, some colours may alter slightly throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic film or paper.
- e. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be facsimile over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- f. All print and presentation sizes quoted are approximate and subject to the discretion of The Photographer(s).
- g. Although all equipment is checked regularly The Photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.

4. Prices:

- a. The Client(s) will be liable to pay any additional expenses incurred by The Photographer(s) during the booking not already included within the contract price you have set out with Switch Disco.

5. Payments:

- a. Client(s) – all photographic fees are payable in full on ordering of the photos/products requested.
- b. Title to all goods remains the property of Switch-A-Flash until paid for in full by The Client(s).

6. Complaints: In the unlikely event of any complaint with regards to our service, all complaints must be received in either writing or by telephone. If you the client(s) wish to have a photo removed from www.switchdisco.com/pics or "Switch Disco's Facebook Page" then you must inform us either by post (special delivery) or telephone, switch-a-flash will then try to remove the image within 24hours of the original request.

7. Force Majeure:

- a. The due performance of the contract is subject to alteration or cancellation by The Photographer(s) owing to any cause beyond their control (i.e. sudden illness/injury).
- b. The Photographer(s) have other photographers who will be contacted by their staff (or family) in the event that they are not able to attend your booking due to clause 7a.
- c. In the event of cancellation by The Photographer(s) (although all attempts will be made to arrange for another photographer to be present – see clause 7b) or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable – The Photographer(s) will not be responsible for costs in order to stage such re-shoots)

8. Negatives or digital files:

- a. The negatives and digital files shall remain the property of The Photographer(s) and shall be kept by them for not less than 6 months from the contract date.
- b. Should negatives or digital files be lost, damaged or destroyed for reasons beyond control The Photographer(s) will accept no responsibility.
- c. All orders should be placed with The Photographer(s) before the end of the 6 month period starting at the date of the event. The Photographer(s) will not be liable for failure to produce any orders placed after this time.

10. Placing an Order and Receipt of Goods:

- a. Any alterations to the order once it has been placed with switch-a-flash is not possible, as these orders are then processed by a professional printing company. The Photographer(s) will not be held liable for any costs incurred due to alterations to the order made by The Client after this time.
- b. All orders will take approximately seven to fourteen working days, although a high majority of orders will be received before this. The Client(s) will be informed by either telephone or in writing once the order is ready and available for delivery. The Photographer(s) are able to store completed orders for a maximum of two months and after this time any orders not delivered may be destroyed.
- c. Due to the nature of the product The Photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Governing Law: Any contract whether it be written or verbal 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.

12. Insurance: The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of disappointment.