

TERMS OF SERVICE



PROFESSIONAL PHOTOGRAPHERS

QUOTES, BRIEFS AND JOB CONFIRMATIONS

Before we book your event, we generally send you a Quote, Event Brief (EB) or Job Confirmation (JC). We need to make sure that we have understood your brief correctly, and that we're all on the same page.

By engaging our services and paying the initial invoice you agree to the contents of EB, quote or JC and our Terms & Conditions.

If you have any questions about the contents of the job confirmation, just give us a call or mail us about it.

Proposals/Quotations, unless specifically outlined, do not include travel, stay, food, couriers, stock imagery, copyrighting or other 'out of pocket' expenses.

If there will be a change of direction, location or new concept that differs from the initial brief, additional fees will be payable according to time/materials involved.

Unless specifically stated, all prices are exclusive of service tax.

CONFIRMATION

Advance Payment of the booking fee or Confirmation on mail is necessary to confirm the stated services from the Photographer/Cinematographer.

PRE-EVENT CONSULTATION

This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer/Cinematographer will advise on planning, logistics and timings where needed. If required the Clients are welcome to pop in for an additional chat closer to the time of the event (about 2 weeks) to iron out the remaining details. In any case

we will contact you by phone a few days before the event to ensure that there have been no last minute changes.

COOPERATION

The Clients and the Photographer/Cinematographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer/Cinematographer be provided with a helper (usually the best man) who will point out key individuals to be photographed/filmed.

The Photographer/Cinematographer may also require the assistance of the best man in organizing groups. The Clients also agree to give the Photographer/Cinematographer sufficient warning of key events at the grand event to give the us time to prepare e.g. Bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at event like having their photo/footage taken. In such cases the Photographer/Cinematographer will use his discretion but cannot be held responsible for a lack of photos/footages of these people.

RESERVATION

The Photographer/Cinematographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation booking fee of 50% is non-refundable, even if the date is changed or the event cancelled for any reason; including acts of God, fire, strike and/or extreme weather.

THE SCHEDULE

Our shooting schedule, style of working and experience are designed to achieve a great set of photos for the Clients, accomplished with good humor and enjoyed by all concerned. Both the Clients and the Photographers/Cinematographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases where the event does not run on time (for example, extreme lateness by one of the Clients

arriving to the venue) we cannot guarantee to take our normal set of photos/footages.

PAPARAZZI GUESTS

All your guests will have digital cameras or mobile phone cameras and all your guests will want to photograph or film. In the spirit of cheerful cooperation the Clients agree to give the Photographers/Cinematographers precedence over the guests in order to take the photographs required for the services described above. We cannot be held liable for a lack of photos/footages if guests taking their own photos continually interrupt our work.

HOUSE RULES

Note the Photographers/Cinematographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographers/Cinematographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

COPYRIGHT LAW

The copyright of photographs/footages remains with the Photographer/Cinematographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

MODEL RELEASE

The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs/footages of

the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs/footages without restriction; and to copyright the images. The Clients hereby release the Photographer/Cinematographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images and footages.

DELIVERY

After the event, the Photographer will deliver all the final images digitally online or on pen drive within 10 days of the event. No prints or albums are included in any packages unless specifically mentioned. If album or prints are ordered, the Photographer will provide the client with a low resolution Sample proofs. These proofs will contain all photographs (including color and black and white) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. The client should provide the Photographer with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract) within 20 days after the event date. The list should specify which images should be in color or black and white. Printing of photographs or album design cannot commence prior to receipt of this list. The client agrees if the balance is not paid on initial production of the proofs, The Photographer will NOT make a final delivery of selected prints, incurring no liability to The Photographer and resulting in loss of paid amount by the client. There will be no client proofing of footages for films. Only final film will be shared with client after editing process. RAW data of film will not be released in any manner.

CODE OF CONDUCT

The Photographer/Cinematographer will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography or filming may seriously affect the quality of the photographs/footage taken and increase the number of times photos must be re-taken. If the client is unable

to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer/cinematographer, it will result in the early or immediate departure of the photographer/cinematographer. The client understands that in such an event, no refunds will be granted.

LIMIT OF LIABILITY

If a photographer/cinematographer is too ill or becomes injured and cannot supply the services specified above the Photographer/Cinematographer will try to book a replacement photographer/cinematographer. Under normal circumstances a second photographer/cinematographer from us is there for the day anyway and this photographer/cinematographer will then shoot the day on his/her own. If both photographers/cinematographer are unavailable and a replacement photographer/cinematographer cannot be found then liability is limited to a refund of any payments received.

LOSS OF IMAGES

The Photographers/Cinematographers have working methods in place to prevent loss or damage to your images/footages. However, If there is the unlikely possibility that images may be lost or destroyed due to technical issues like media corruption, virus attack, hardware failure, fire, accidents etc that is beyond our control. In these circumstances there is no liability of the photographer/Cinematographer.

SCHEDULE OF PRINTS OR FILM EDITING

The printing process or editing of film can only start once the photographer receives the order for the same. Digital processing takes approximately 2-3 weeks. Creation of a albums takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory, editing desks and bindery schedules are heavy.

Film editing takes at-least 2-4 weeks or possibly longer as per available slots at editing desks. We will update you the delivery date once we will commence your editing process. We understand and believe that the video is for personal use and will not be used for any commercial purpose until and unless mentioned specifically.

We will use copyrighted music and songs to edit the video. Any copyright claim on video will be sole responsibility of the client.

Overtime on Shoots

Extra time for shoots will be charged per hour at 20% of the agreed shoot cost with a minimum of one hour. If multiple shoots are booked and we go significantly overtime, we may have to stop the shoot on committed to finish off current shoot.

FORMATS

Your images will be delivered in .jpg (as per required resolution and size, Adobe RGB Colors) format and Videos in .mov (quicktime).

COMPATIBILITY

We provide our deliverables in a format that is specified in job confirmation. We guarantee compatibility for following platforms: Mac OSX, PC Windows 7,8 & 10.

99.9% of computers and players worldwide have capability to open jpg or jpeg files and play .mov; we can't guarantee functionality on systems that haven't been upgraded or don't have plug-ins installed.

If compatibility issues arise due to external factors, we cannot guarantee functionality of the delivered media.

We can't accept responsibility for images not opening or videos not playing on specific systems or players; we deliver in the exact format that we agreed on. Redelivery in different formats or sizes is charged INR. 500 per format or per size specification.

METHOD OF REMUNERATION

Payment may be made in cash or cheque or debit/credit card made payable to dCraftz Mediatrix (P) Ltd.

PENELATY FEES & CHARGES

There is INR. 500 late payment fee per day for any payments that are not postmarked or delivered to the Photographer by the required date.

RIGHT OF WITHDRAWAL

The Photographer/Cinematographer discovery of new information changes to agreed circumstances, or other factors, which tend to circumvent its policies, may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should the photographer/Cinematographer initiate the withdrawal, all fees will be retained as well as fair market value for all services/products already provided. In case of withdrawal, INR. 3000.00 an hour is charged for all photography & INR. 5000.00 an hour is charged for all Cinematography services already provided and INR. 2000.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

NON-GURANTEEE

Although every possible care will be taken to produce photographs/footages of all important and special events during the event, The Photographer/Cinematographer cannot place an unconditional guarantee on the above. The Photographer/Cinematographer will not be held responsible for any ruined photographs/footages due to guests' (or any other) flashes; or any other ruined photographs/footages due to any other cause in or outside of our control.

PERFORMANCE

The performance of this contract on behalf of the Photographer shall be contingent upon acts of God,

flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

LOW LIGHT CONDITIONS

The Client has to understand that, photography & filming is scientifically is a process to capture the light. If there will not be sufficient amount of light available at venue or specific area. The Photographer/Cinematographer will not be liable for poor quality photographs or footage.

EXPENSES

Extra expenses or times incurred by Photographer as a result of alterations to the original brief by the client, or otherwise. The Client shall give approval to and be liable to such extra expenses or fees. In addition to the fees and expenses shown on the Estimate as having been agreed or estimated.

PROFESSIONAL IMAGE MANUPLATION

The Photographer will allow for limited professional image manipulation (if technically possible) on two images of THE CLIENT'S choice. This includes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamorisation etc. It is understood that if a technicality prevents the photographer from performing requested image manipulation, or if a technicality prevents the final result to meet the client's requirement, the client will reside with the fact that the photographer has performed to its best ability with regard to the specific task and that the photographer has no further responsibility towards said image manipulation.

TURNAROUND TIME FRAMES

Turnaround time frames commence from the day we finish your shoot. We will update you about its estimated delivery date.

Turnaround time frames are reliant on your speedy response for approval of preview files.

Turnaround time frames are approximate and dependent on courier/postage service transit times. Transit times may vary, particularly during peak periods. Postage service times may be longer if you are located outside India.

If you have an urgent request and require your deliverables by a specific date, or if you require your deliverables before the minimum time frame of your project, please contact us to arrange for an express service and we will endeavor to accommodate your deadline. Minimum turnaround time for express service is 4-7 days from the date of shoot.

Please note that if you require your deliverables before the minimum time frame, you will need to add 40% on top of your quoted price.

BOOKING FEE/DEPOSIT

In the event of the Clients cancelling the event for whatever reason the booking fee is non-refundable. It will be considered as liquidated damages to the Photographers.

CREDITS

We retain the right to reproduce, publish and display the final design on its websites, portfolio, galleries, social media and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the final design in connection with such uses.

PRIVACY POLICY

We respect your privacy. We will not disclose any information you send us to other third party company. This includes but not limited to your email address, phone number(s) or postal address. Your personal information is held in strict confidence and will only be used for the purpose for which it was originally intended.

DISCLAIMER

We make no warranties of any kind, express or implied, for any and all services that we supply. We will not be held responsible for any and all damages resulting from services we supply.

We will not be responsible for any loss, or consequential loss of data, or non-delivery of services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure.

The Client agrees not to hold us responsible for any such loss or damages resulting from services we supply. Any claim against dCraftz Mediatrics Pvt. Ltd shall be limited to the relevant fee(s) paid by the client.

We reserve the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their terms & conditions. We will not knowingly perform any actions to contravene these and the client agrees to be so bound.

ARCHIVING

We keep all the raw files (images/footage) and process files for your project on our machines for 3 weeks after the delivery free of charge. After that we recommend archiving the files; there's always a chance you may need them, a re-print or publication at some point.

We charge INR. 4950 to archive your project (per 500Gb) for up to 2 years. It's stored on a dedicated hard drive and kept in a fire proof safe.

Under no circumstances will we give our project files or incomplete editing project files out to any client. This is a copyright and IP issue. We will issue incomplete designs on special request on heavy extra costs.

PAYMENT TERMS

We require a 50% deposit at the time of your booking. Work will not commence until the deposit has been paid. Once the shoot is completed, you need to pay the rest amount before the final delivery of images. If album or prints included, It will be considered as separate job and payment terms will be assigned accordingly.

All concepts, names, artworks, images & footages remains the property of dCraftz Mediatrix Pvt. Ltd. Until the final invoice including the additional charge (if any) is paid in full.

SERVABILITY

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

AMENDMENTS

These terms has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the client and the photographer at the time of acceptance shall be recognized as amendments to this.

GENERAL

We reserve the right to change or modify any of these terms & conditions at any time. If any of these terms and conditions (or part of them) is void or unenforceable, it is taken to be removed and no longer forms part of the agreement between us and the client. The remaining terms and conditions remain in full force and effect.

NOT HAPPY?

It's very important that you let us know if you're not happy; we see complaints as an opportunity to find out how we can do a better job.

Our informal complaints procedure: Communication is key to all this, we can only help if we know what's going on. If there's an issue with media we've delivered. Please notify us as soon as you can and we'll do our best to sort it out.