

Draig Photography Terms & Conditions



“The photographer”

Shall mean the representative of Draig Photography.

“The Client(s)”

Shall be those who attend the Photo shoot. The contract is subject to the conditions below. These cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer in writing before commencement of the photo shoot.

1. Health & Safety:

Health & Safety is taken extremely seriously and all risks are regularly assessed and minimized. a) The client should be extremely careful around studio lighting and projector equipment to minimise the risk of contact with hot surfaces or electric shock. b) Fire exits will be pointed out at the beginning of the photo shoot (if not in private dwellings). c) At a private dwelling photo shoot it is the client who is responsible for selecting a safe location and it is his/her responsibility to ensure a safe working environment whether it is inside or out. No responsibility will be accepted for the safety of the client when they are outside the venue building. d) Any form of abusive behaviour towards other attendees, the photographer or assistants will not be tolerated and will result in removal from the photo shoot with no refund. This includes verbal as well as physical abuse.

2. Copyright & License:

All photographs taken by the photographer during the photo shoot remain the intellectual property of the photographer, once full payment has been received for the photo shoot the intellectual property rights belong to the client and the client then retains full copyright of these images.

By signing both Client copy and Photographer copy of the Terms & Conditions you are granting Draig Photography the right to use images taken.

3. Prices:

Prices remain as per the quote last communicated prior to the photo shoot.

4. Payments:

A 25% deposit is due as soon as confirmation of the booking has been made. Final payment must then be received before the photographs and other selected products are dispatched. Dispatch will be within 5 Working days of payment.

5. Refunds

Due to the nature of the business all photographs must be approved by the client before final payment is taken in order to minimise any refund claims.

The 25% deposit will be refunded if the photographer cancels the photo shoot and is unable to reach a re-scheduling agreement with the client. The 25% deposit is non refundable if the client does not show for any reason.

7. Force Majeure:

(Typically, force majeure clauses cover natural disasters or other "Acts of God", war, or the failure of third parties such as suppliers and subcontractors to perform their obligations to the contracting party.) a) The due performance of the contract is subject to alteration or cancellation by the photographer owing to any cause beyond their reasonable control (e.g. sudden illness/injury/victim of crime).

8. Valuables:

All valuable objects belonging to the client are the clients' responsibility. No responsibility will be accepted for loss or damage of belongings by the photographer.

9. Complaints:

All complaints should be submitted in writing either handwritten or by email to James Eley.

11. Governing Law:

Any contract made between the photographer 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.