

Rob Powell Photography t/a Horseplay Photography Terms and conditions for order of photographs

- 1 The customer accepts that all images taken were with their full cooperation and permission and that exclusive rights to all images captured rest with Rob Powell and Horseplay Photography only.
- 2 In so assigning exclusive rights, the Customer (the person submitting the Order Form) also assigns the copyright of all and any images captured to Rob Powell and Horseplay Photography.
- 3 The 1988 Copyright Act assigns the copyright to Horseplay Photography. It is contrary to the Act to copy or to allow being copied, by any means, photographs covered by this contract. However, where a CD has been given, the Customer may reproduce the images on the CD for their own personal use only.
- 4 It is understood that original negative materials and digital files remain the property of Horseplay Photography.
- 5 Any photograph ordered from Horseplay Photography is available as a limited edition artwork, number 1 of 2
- 6 It is understood that Horesplay Photography reserves the right to use photographs taken in window displays and to generally promote the Photographer's business in advertising, brochures, magazine articles, websites and other such material providing that the images are used lawfully and without damage to the Customer.
- 7 The use of such photographs for publicity will be without payment or compensation to the Customer.
- 8 Horseplay Photography provides low-resolution web galleries for you to view your photographs. Copying and sharing of these photographs is strictly prohibited unless done via the website links. Under no circumstances are the proof photographs to be cropped or manipulated in any way and or used for any purpose other personal use.
- 9 Use of proof photographs in advertising or marketing is strictly prohibited and Horseplay Photography reserves the right to charge the minimum print price in circumstances where a client has been found to do so.
- 10 After the period of one year has passed following a photo shoot third parties via accredited image libraries can purchase any photographs that have not been purchased by the customer.
- 11 It is understood that the Customer shall forfeit any fees and deposits paid upon completion of the Order Form in the case of cancelation.
- 12 If Horseplay Photography is forced to cancel the agreement then it is understood that any fees and deposits so paid will be reimbursed in full to the Customer.
- 13 It is understood that the quoted price of prints is guaranteed at the time of booking to the Customer providing orders are placed and paid for within 3 months of the original shoot. It is understood that Horseplay Photography reserves the right to charge the prevailing print price current when the orders are placed after this three month period.
- 14 It is understood that colour photography is undertaken within the technical limitations of the equipment and lighting conditions used and that certain colours may not necessarily be facsimile over a whole range of colours within a subject. It is also understood that prints made at different times may be variable in colour balance.
- 15 The customer must accept that close colour matching is subjective and a 100% colour match is rare.
- 16 It is understood that sizes quoted are approximate. Sizes offered can be reasonably expected to fall within three size brackets; small (8"x12", 10"x15"), medium (12"x18", 16"x24") and large (20"x30", 24"x36").
- 17 Sizes quoted are not precise. It is the Customer's responsibility to inform Horseplay Photography at the time of order if any dimensions are critical.
- 18 Once finished materials are inspected, paid for and taken away they become the Customer's responsibility and it will be presumed that the finished materials to be without default or damage which may be apparent on inspection.
- 19 No refunds will be given due to faulty framework or albums. Faulty framework or albums will be corrected free of charge within a 4 week period.
- 20 Notwithstanding the above, Horseplay Photography do not take responsibility for problems with your photographs if you do not inform Horseplay Photography at collection or within 7 days.
- 21 Although Horseplay Photography shall exercise all reasonable skill, care and diligence in the discharge of their duties, it is understood that in the event of any unforeseen circumstances causing the loss of photographic record they shall only be responsible for the return of all monies paid to date