

Terms of Agreement

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1. You are hiring Photographer to photograph your Event, edit the photographs, and provide you with copies.
2. The parties agree that the best possible result is created through cooperation and communication.
 - 2.1. Client understands that, while Photographer makes all best efforts, no particular photograph of any single moment or individual is guaranteed and that not all guests of the event will be photographed.
 - 2.2. Photographer will not be responsible for any photographs ruined by guests' (or any other) flashes or any other ruined photographs to do any other causes in or outside of Photographer's control.
 - 2.3. Photographer will try to accommodate any special requests made by the client such as specific people, scenery and/or objects.
3. Parties agree to at least one pre-event consultation.
 - 3.1. The parties agree to a pre-event consultation before the event to finalize any details (shooting time, location changes, etc.). This consultation may be done in person, if possible, by telephone, or by other means agreed upon by the parties.
4. Client understands that Photographer must follow event location & officiant rules.
 - 4.1. Photographer is limited by the rules of the event locations and their management.
 - 4.2. Photographer is not responsible for any fees associated with event location.
5. Parties agree upon a set amount of time that Photographer will photograph Event.
 - 5.1. The Photography Time is the minimum time Photographer will spend photographing. If it is a full day event, Photographer asks for permission from Client before leaving.
6. Parties are agreeing that a deposit/reservation fee is required prior to event.
 - 6.1. A deposit is only required for packages over 10 000 kr in value.
 - 6.2. The deposit is non-refundable, even in the event the date is changed or Client cancelled for any reason.
 - 6.3. The reservation fee of 25% of the total cost is required for securing the event date.
 - 6.4. After the photographer receives and approves the signed contract from Client, an invoice will be sent out to Client for deposit.
7. Final Payment.
 - 7.1. The remaining 75% of the total cost is due 14 days after the invoice has been issued. The invoice will be issued by Photographer after providing the service of the event.
 - 7.2. No photographs, albums, prints or other materials will be released to Client until all payments have cleared.
8. Photographer's travel expenses.
 - 8.1. No travel expense fee is required when traveling within 25 kilometers from Oslo, Norway.
 - 8.2. If the photography location exceeds a distance of 25 kilometers, an agreed price between Photographer and Client will be charged additionally. This will cover travel time, travel expenses, and related expenses incurred by Photographer associated with travel to the event location necessary to fulfil the obligations under this agreement.
9. How to pay and what fees may be added.
 - 9.1. Payment may be made by:
 - 9.1.1. Cash;
 - 9.1.2. PayPal/Vipps; or
 - 9.1.3. Bank Transfer
 - 9.2. If the Photographer agrees to accept a payment after the due date, an additional fee of 5% may be charged.
10. What happens if this contract is cancelled.
 - 10.1. At the Client's discretion.
 - 10.1.1. In the event that Client reschedules the event and Photographer is available for the rescheduled date, Photographer may change the Event Date in this contract and Client will receive credit for all funds paid.
 - 10.1.2. In the event that Client reschedules the Event and Photographer is NOT able to rebook the original Event, Photographer will NOT change the Event Date in this contract and Client will forfeit the Deposit but receive a refund for all other funds paid. The Photographer reserves the right to charge additional fees to cover added expenses incurred due to the date change.
 - 10.1.3. In the event that Client cancels the Event outright, Client will forfeit the Deposit but receive a refund for all other funds paid. Cancellation must be in writing; a phone call alone is insufficient.
 - 10.2. At Photographer's discretion.
 - 10.2.1. In the unlikely event that Photographer is unable to provide the services described in this contract for any reason including, but not limited to, illness, injury, or emergency, sudden event or other circumstances beyond the control of Photographer, Photographer will arrange to get a replacement. However, there is no responsibility of price and/or photographic style.
 - 10.2.2. By Photographer terminating this Agreement, Client will receive a full refund of all money paid, including deposit.
 - 10.2.3. In the event that any refunds are due under the terms of this Agreement, Photographer will issue refunds to the person/entity who paid.
11. Parties agree that the Photographer will receive meals and breaks.
 - 11.1. Photographer works diligently to photograph the Event and may need to make reasonable use of the restroom or break for water and a meal. If Photographer will be photographing for six hours or more, Client agrees to provide a meal for Photographer and Assistant.
12. Photographer is only person to be paid to photograph.
 - 12.1. Unless otherwise agreed, Parties understand that Photographer will be the sole person hired to photograph event. Photographer reserves the right to bring one assistant at Photographer's discretion.
 - 12.2. Photographer requests that Client's guests take photos during the event only if they do not interfere with the Photographer.
13. Digital Images, Prints and Copyrights.
 - 13.1. The photographs, digital negatives or prints produced by Photographer are protected by the Norwegian copyright law and all rights are reserved. High resolution digital photographs are intended for personal use, online/social media, and printing of Client. Client must obtain permission from Photographer prior to the releasing, publishing, or selling the photographs for commercial or press/media purposes.
14. How many, when, and what to expect of final photographs.
 - 14.1. Photographer will edit and deliver a minimum of 40 edited photographs per hour of Photography Time. Photographer will not provide any unedited or "RAW" files. Photographer may choose not to deliver all photographs taken during the Photography Time. Photographer will make every reasonable effort to correct exposure, color, tone, contrast, sharpness, and cropping of all delivered photographs to the liking of Client. Photographer will not selectively edit portions, remove or add people or objects, or otherwise "Photoshop" individual photographs.
 - 14.2. If Client wishes to obtain "RAW" files, an additional 20% fee is required.
 - 14.3. Digital processing takes approximately 3-5 weeks.
15. Ordering seconds.
 - 15.1. The Photographer maintains Client photos for 365 days after the Event Date.
 - 15.1.1. Until that time, Client may order digital photos, physical prints and/or albums.
 - 15.1.2. After that time, Client understands that Photographer has no obligation to provide any copies of any photos from the Event.
16. Model Release.
 - 16.1. The Client hereby grants to the Photographer the right to use and publish photographs of the Event and Clients, provided the photographs are not obscene, and can be used for advertising, or commercial publication in online and print.
 - 16.2. The Client will be notified by Photographer for prior acknowledgement and consent which cannot be unreasonably withheld.
 - 16.3. If Client wishes to withhold from all model releases, an additional 20% fee is required.
17. Limit of Liability.
 - 17.1. Photographer takes the utmost care with respect to exposure, transportation, and processing photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, damaged, or destroyed, Photographer's liability is limited to the return of all payments received.

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