

## **Terms & Conditions**

This document contains the Videography and Photography services Terms and Conditions offered by D'Lux Designs N Décor.

**Booking and Payment:** A non-refundable 50% payment is required for booking/securing the date for the said service(s). The balance is due one (1) month prior to the event's date. The payment is accepted as confirmation of the agreement and can otherwise use at the signature.

**Cancellation:** If the Client wishes to cancel this Agreement, any booking fee paid to the service provider shall be refunded in full if they are able to find a replacement. The replacement does not have to have the same date. If the Client is NOT able to secure another client for the date, the Client forfeits the booking fee.

**Materials and Copyright:** The Client is obtaining prints for personal use only. All photographic/video materials, such as original negatives, photos, or slides etc., shall be the exclusive property of the service provider. The D'Lux Designs N Décor shall own the copyright in all images created and may use the work for samples, contests, exhibition, advertising and self-promotion. Usage outside the bounds of this agreement will require the Client's consent. If the Client wishes to use the materials outside of the terms and conditions, please contact the service provider first.

**Failure to Perform:** If D'Lux Designs N Décor cannot perform this Agreement due to a fire or other casualty, strike, or other cause beyond the control of the parties, or due to illness, then D'Lux Designs N Décor shall return any funds previously paid to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that materials are damaged in processing, lost through camera malfunction.

**Liability:** It is client's responsibility to take care of the children; the Photographer/Videographer will not accept any responsibility due to any accident to children or damage to public or private properties during the photo shooting or consultation session.

1. It is understood that no other Photographer / Videographer, amateur or professional, shall be allowed to video or take photos at the venue while the Photographer / Videographer is working,

## D'LUX DESJGNS N DÉCOR

Montego Bay, Jamaica Email: <u>infodluxdesigns@gmail.com</u> Tel: 1 (876) 999-0080 or (876) 818-4273

and that any breach of this agreement will constitute a reason for non-completion of the job with no liability to the Photographer / Videographer and loss of initial deposit by the client.

- 2. Client accepts that all videos will be taken and edited at the Photographer / Videographer's discretion based on the Photographer / Videographer's experience and artistic view.
- 3. The Photographer / Videographer will be allowed one 10 minutes break at their own discretion, and bathroom breaks when necessary. The Photographer /Videographer reserve the right to go off-site for a meal for 30 minutes lunch if meal is not provided to them.
- 4. It is understood that it is client's responsibility to inform the Photographer /Videographer for any date or location changes.
- 5. Delivery: The Photographer /Videographer will endeavor to deliver the finished materials as quickly as possible. However, this could take up to 2-3 weeks during busy periods. Unedited/ RAW videos are not included in the final delivery.