

Terms & Conditions

Booking and payment

A 10% non-refundable deposit is required at the time of booking, together with a completed and signed booking form ("the contract"). The date of the event will be reserved once these have been received.

In the absence of a signature where a form is submitted digitally, a record of the form will be kept both electronically and in paper format by OutThereArt and these will function in place of a signature. Submission of the completed form by the client will be taken as acceptance of these terms and conditions.

It is the responsibility of the client to ensure that the security of the email or other electronic account used for this purpose. Any correspondence originating from it will be deemed by both parties as having come from, or been authorised by, the client.

The balance of payment is required in full 30 days before the event.

Payment can be made by cheque made payable to Louise Dimitriou or by bank transfer to:

Mrs L M Dimitriou

Halifax – Winchcombe Street, Cheltenham

Sort code: 11-01-71

Account number: 00984100

Please ensure that you quote the reference at the top of your booking form when making payment in any form.

Payment for additional items such as prints, canvases, photobooks and other media ordered after the event must be made when ordering.

The client must ensure that all details, including names, dates and spellings are complete and correct on the booking form. This form will be referred to and relied upon when producing any printed items, such as photobooks or disc covers. Any errors made or costs incurred as a result of incorrect information or errors made on the booking form shall be the responsibility of the client.

Creative licence

Louise Dimitriou, trading as OutThereArt, shall be granted creative and artistic licence in relation to the choice of locations and poses used. This licence shall extend to any other photographer engaged by OutThereArt to assist at the client's event as a second photographer at no extra cost. Louise's judgement on photographic style and the number of photographs taken shall be deemed correct. Due to changes in the weather, availability and willingness of subjects and other factors beyond her reasonable control, Louise will do her best to honour requested photographs but does not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

Copyright

The 1998 Copyright, Designs and Patents Act assigns copyright to OutThereArt. However, the client will have the right to make copies of the imagery as per the contract photographically, electronically or by any other means and to use the resultant images in any way so long as said usage does not negatively impact OutThereArt's business.

Privacy

OutThereArt will store clients' names and other details relevant to the booking on a private internal computer system and in hard copy at our offices. These details will not be made available to companies or individuals outside of OutThereArt without the client's express permission. A one-off permission to supply information to a specific company or individual will not constitute a perpetual easement.

Illness / Force Majeure

If OutThereArt are unable to attend the event, with the client's agreement they will attempt to supply a photographer they judge to be of an equal calibre in the first instance. If a suitable replacement cannot be found or agreed upon then liability is limited to a refund of any monies already paid.

In the unlikely event of total photographic / equipment failure, injury, sickness or any other event beyond OutThereArt's control, liability shall be limited to a full refund of all monies already paid. OutThereArt has full public liability insurance.

Cancellation and postponement

If OutThereArt has to cancel this contract for any reason, liability shall be limited to a full refund of all monies already paid.

If you, the client, cancel the contract, as compensation to OutThereArt for loss of income, the following charges apply:

Less than 30 days remaining before the event: 100% of package cost paid

More than 30 days remaining before the event: 10% booking deposit paid

Should the event be postponed, subject to availability, all monies paid may be transferred to the new event date. If it is not possible to accommodate the new date then the contract will be deemed to have been cancelled by the client and the fees set out above will apply.

Travel

OutThereArt are a Gloucestershire-based photography company and therefore reserve the right to charge an addition fee for travelling to an event outside of this county. Any such fee will be agreed between OutThereArt and the client prior to the event and must be paid in full together with the balance of the package cost (30 days before the event).

Data back-ups

Photographs and other associated data are held by OutThereArt on a computer editing and archiving system with backup on the Cloud. Should the digital media upon which the client's photographs / data arrive be corrupt upon receipt, the client must inform OutThereArt within 48 hours of receipt and a replacement will be sent free of charge. The defective media must be returned for diagnostics. OutThereArt accepts no responsibility for the safekeeping of any photographs or data after this time; the client becomes wholly responsible and should create backups immediately.