

# Theodor Freundt

PHOTO & VIDEO

## TERMS & CONDITIONS

### 1. Definitions

- 1.1 The 'Photographer', 'Us', 'We' refers to TheFruendt Photography.
- 1.2 The 'Client' refers to 'Your', 'You' the individual or organisation who hires the photographer from 'TheFruendt Photography' on a freelance basis.
- 1.3 'Image' and 'Photographs' refer to all photographic production by 'TheFruendt Photography'.

### 2. Booking Fees and Refunds

- 2.1 A booking fee of € 150 is payable at the time of booking, this can be made online directly on the following account
- 2.2 Upon receipt and acceptance of a signed copy of this agreement and payment of the mentioned booking fee is cleared, 'TheFruendt Photography' will secure the time and date agreed for the event(s) and day(s) mentioned on your booking application.
- 2.3 The booking fee is non-refundable and non-transferable in the event of cancellation by you the Client.
- 2.4 The booking fee is credited towards the total amount quoted for the event and or services offered which is non-refundable except in any situation where the Photographer(s) cancels this agreement or is unable to perform. (Please also see 'Limitation of Liability and Indemnification' and 'Cancellation', below).
- 2.5 'TheFruendt Photography' will not refund any monies once the event has taken place. In exceptional circumstances should the digital files and or equipment are lost, stolen or destroyed or due to a photographic or mechanical failure i.e. images are lost through equipment malfunction, camera damage or otherwise lost, stolen or damaged without fault on the part of the Client and 'TheFruendt Photography' and only when no photos have been produced will entitle the Client a full refund.

### 3. Payments

- 3.1 Following payment of the booking fee, the full balance must be cleared by or on the date of your event, unless a different agreement is in place with you by TheFruendt Photography.
- 3.2 Payment for any additional hours is charged at an hourly rate of € 75,00 per hour. Because each event is quoted differently, the exact amount you will be required to pay for any additional hours will be stipulated to you separately.
- 3.3 No services, i.e.: photos, additional extras or any type of services will be processed until the total balance is cleared by the Client.
- 3.4 Payment for Additional Hours, Reprints, Story Books, Editing, Canvasses or other Optional Extras is to be made in full unless agreed separately.
- 3.5 In the event your balance is not cleared in full, 'TheFruendt Photography' Photography will consider this agreement to be null and void. 'TheFruendt Photography' will no longer be obliged to cover any event(s) / assignments and/or productions and will cease to deliver any services and or products to the Client.

### 4. Photographer(s) and photographer's assistant

- 4.1 Your event / assignments and/or productions will have a minimum of 1 Photographer.
- 4.2 The photographer may have an assistant in attendance to help setup lights and equipment.
- 4.3 If you have purchased an additional photographer as part of your package then expect 1 main photographer and 1 additional floating photographer.

[HTTPS://WWW.THEFRUENDT.COM](https://www.thefruendt.com)

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4.4 The Photographer(s) will only be taking still Photographs.

4.5 The Photographer(s) may do videos.

4.6 Any additional services demanded from the Photographer(s) by you is chargeable at the Photographer(s) discretion.

## **5. Images**

5.1 You will receive images either on CD / DVD, USB or FTP Transfer.

5.2 All final image sizes are nominal.

5.3 The Photographer will colour balance all photographs which they deem to be appropriate but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres and or anomalous lights. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

5.4 Digital proofs will be ready approximately within 8 to 12 weeks after the date of the event(s).

5.5 'TheFruendt Photography' is not liable to provide every image taken at the event. The determination of images delivered to the Client is left to the discretion of the 'TheFruendt Photography'

5.6 'TheFruendt Photography' will maintain backup copies of the images in archives for a period of 1 year at which time the client may request all original JPEG files on CD, DVD or USB at an additional cost of £100 including Postage and Packaging.

5.7 There is no minimum or maximum amount of images you will receive.

## **6. Photography**

6.1 The Photographer(s) will document your event in a candid documentary style and will choreograph shots at their will.

6.2 You the Client will be responsible for appointing an events manager, or in case of product shootings for catalogue a graphic designer who will be responsible in bringing any specific shots i.e. formal shots to the attention of the Photographer(s).

6.3 Prior to and or during the event, you may inform the Photographer(s) of any subjects or styles in which you would like the event photographed or your graphic designer is providing a lay-out of the way a subject should be photographed for a advert or catalogue.

6.4 'TheFruendt Photography' will try it's best to honour your requests however we cannot guarantee that all or any of your requests will be met. The final content of the images produced is at the discretion of the Photographer(s).

## **7. Creative License**

7.1 'TheFruendt Photography' shall be granted artistic licence in relation to the poses photographed and the locations used.

7.2 The style and the number of photographs are also dependent on vagaries of the weather and the availability and willingness of the clients.

7.3 The Photographer(s) will make their best effort to honour requested photographs but does not undertake any guarantee for any specific picture nor incorporate any specific background, location or group arrangement.

## **8. Buy Now Pay Later – Payment Plan**

8.1 The 'Buy Now Pay Later' applies if you have specifically taken out this package.

8.2 If your event is 5 hours, 10 hours or 15 hours etc long, we will quote you a price based on the hours we will be photographing.

8.3 if your event is in Paris and IdF, Nice and PACA, you will be required to pay a minimum of pay € 400\* deposit and clear the remainder of your balance when you're ready to receive all the photos.

8.4 You will need to pay a minimum booking fee of € 400 to secure your Buy Now Pay Later booking.

8.5 You will receive all your completed photographs after you have cleared the balance in full for your package.

8.6 The Buy Now Pay Later scheme is an interest free offer. We do not charge nor deal with interest.

8.7 The Buy Now Pay Late scheme is not a finance offer, no finance or credit checks are carried out.

8.8 The rate and the services from this offer is no different from any other rates or services offered on our website,

8.9 The € 400 'Buy now Pay later' starts from a minimum of 5 hours of photography in Paris and IdF, Nice and PACA.

## **9. Image Post Production**

9.1 Retouching or editing; digital manipulation and artist finishing is available to you as an Optional Extra. The final post production and editing styles, effects, and overall look of the images are left to the discretion of the Photographer(s).

9.2 The number and style of photographs delivered to the client by 'TheFruendt Photography' shall be deemed correct.

9.3 The Client will not make decisions about which photographs are edited, in what manner or by what means unless this service is taken out as an optional extra.

## **10. Printing Sizes**

10.1 Images supplied by us on either a USB / CD / DVD as digital JPEG format will be of sufficient resolution for printing up to sizes of A5, A4, A3, A2 and A1.

## **11. Printing Quality and Third Party Printing**

11.1 'TheFruendt Photography' cannot accept any responsibility or liability for colour balance or quality of any Prints reproduced from the USB / CD / DVD that is supplied to Third Party Printers from High Street or online photo processing shops.

## **12. Copyright**

12.1 Any images or copies of images whether stored digitally or otherwise and on any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow any images to be copied photographically, electronically or created by any other means as part of this agreement without the prior permission of 'TheFruendt Photography', The Photographer(s) or the Client's in writing. Negatives/Digital RAW files remain the sole property of 'TheFruendt Photography' and will not be available to you the Client. All other photographic materials, including but not limited to transparencies, proofs, previews and digital files, shall be the exclusive property of the Client and 'TheFruendt Photography' only.

12.2 You agree that 'TheFruendt Photography' may display and use images taken for their studio; on any display areas in public or in private; for exhibitions, competitions, advertising, websites, social media networks and has the right to sell, re-sell or auction off your images for profit and for any other purpose deemed appropriate by 'TheFruendt Photography'

12.3 'TheFruendt Photography' owns the Copyright. The images are licensed to you the Client for sharing or displaying electronically with Family and Friends and for printing by you the Client as mentioned in this agreement.

### **13. Attendance**

13.1 In the unlikely event the Photographer is unable to attend your event due to unforeseen circumstances out of his/her control you will be given up to 1 weeks notice.

13.2 In the event of The Photographer's illness or any other emergency and as a result the Photographer is not able to provide the agreed services. We cannot guarantee but will try our best to provide you with a competent substitute professional photographer.

13.3 We do not guarantee but reserve the right to appoint another Photographer to photo works on behalf of the initial Photographer at short notice.

### **14. Travel Subsistence and Expenses**

14.1 For attendance at venues outside of Paris and IdF, Nice and PACA travel costs beyond these areas are chargeable and will need to be paid in advanced by the client before the date of the event or beginning of any catalogue photo production. This is usually included in the final price quoted to you.

14.2 Where the Photographer(s) is required to travel outside the agreed venue(s) on your booking application form, this will be chargeable separately to the client at the Photographer(s) discretion.

14.3 Where the event requires an overnight or longer stay, whether in the Paris and IdF, Nice and PACA or abroad, hotel and travel expenses is to be fulfilled by the client or the appropriate sums paid in full to the Photographer(s) in advance of the event allowing enough time to book relevant dates, modes of transport and the booking of accommodation.

14.4 The Client shall reimburse the Photographer(s) for any additional expenses occurred to the Photographer(s) for which the Client is liable; and for any other adverse costs expected or unexpected as necessary in fulfilling the services mentioned unless otherwise directed by the Client.

### **15. Limitation of Liability and Indemnification**

15.1 In the unlikely event the digital files and or equipment are lost, stolen or destroyed or due to a photographic or mechanical failure i.e. images are lost through equipment malfunction, camera damage or otherwise lost, stolen or damaged without fault on the part of the Photographer(s) and or cancellation of this agreement by either party or in any other circumstance; the liability of 'TheFruendt Photography' shall be limited. "TheFruendt Photography" will not be liable for any direct, indirect or any consequential loss and will be free from any damages, claims or lawsuits brought against the Photographer(s) or 'TheFruendt Photography'

15.2 Client shall indemnify and hold Photographer(s) harmless from and against any claims made by any other person or entity resulting from the presence and performance of Photographer(s) services under this agreement.

15.3 The Client agrees that this entire event cannot be replicated, re-enacted or repeated for the purpose of a re-shoot, and limits the Photographer's liability to refund the full amount paid under this agreement.

15.4 Client shall indemnify and hold 'TheFruendt Photography' harmless from any loss, damage or liability resulting from the Client's violation of the terms of this Agreement or any agreement involving Client and the Photographer(s).

### **16. Cancellation**

16.1 The Client may cancel this agreement at any time by giving written notice to 'TheFruendt Photography', but in doing so shall forfeit any monies paid.

16.2 Events that are postponed to a later date will retain the fee so as long the Photographer(s) can re-schedule for the new date and time.

16.3 'TheFruendt Photography' may cancel this agreement prior to the date of your event by written notice to the Client and will refund in full, any monies including any deposits that the Client has paid to 'TheFruendt Photography'.

16.4 All cancellations must be in writing.

### **17. Complaints**

17.1 Any complaints should first be raised by the Client with 'TheFruendt Photography' in writing within 5 working days from the date of receipt of the images. Any complaints made after 5 working days from the receipt of the images will be void.

### **18. Independent Contractor**

18.1 This agreement is not to be construed as an employment Contract in any way; 'TheFruendt Photography' functions as an independent contractor and the Photographer(s) are freelancers.

### **19. Receipt of services**

19.1 You are required to confirm the receipt of all paid services to 'TheFruendt Photography' once you receive them.

### **20. The Agreement**

20.1 The agreement incorporates the entire understanding between the mentioned parties on the Booking Form: It supersedes all prior and simultaneous agreements between 'TheFruendt Photography' and the Client. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract.

20.2 The due performance of the agreement is subject to alteration or cancellation by either party owing to any cause beyond their control.

20.3 It is agreed that the above terms set out the total agreement made between the parties and that no variation or modification of this agreement shall be effective unless agreed by both parties in writing.

20.4 These Terms and Conditions are governed by the laws of Germany.