TERMS & CONDITIONS

In the following terms & conditions "the photographer" shall mean Nadia Roos(NR) trading as Photography by Nadia Roos. "The clients" shall be those persons defined as the bridal couple or family representatives who made the booking. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

1. DISPLAY

i. The client(s) hereby allow(s) the photographer to display any photographs covered by this contract and to generally promote the business in advertising, brochures, websites, sample albums etc. The photographer assumes no liability for the infringement of rights of persons or objects depicted. Clients may wish to keep their pictures private but still agree for pictures with only objects to be used. A fee of 350 CHF will apply.

2. CREATIVE LICENSE, COVERAGE AND REPRODUCTION

- i. Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.
- ii. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer will do their best to honour the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather an the availability and willingness of subjects.
- iii. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

- iv. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
- v. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

3. PAYMENT

- i. A non-refundable booking fee of 350CHF will confirm your booking, as well as full acceptance in writing of the terms and conditions. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.
- ii. Payment in full of the remaining balance will be due two weeks before the wedding or event date.
- iii. Titles to all goods remains with the photographer until paid for in full by the client(s).

4. FORCE MAJEURE

- i. In the very unlikely event of cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid. The photographer cannot be legally prosecuted, and no compensation can be demanded.
- ii. The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding or session date due to any cause beyond their reasonable control e.g. illness, injury, victim of crime, flooding, traffic conditions, vehicle breakdown etc.
- iii. There is no right to a substitute photographer being found. The photographer will not be liable for additional costs arising from the booking of third parties.

5. ON THE DAY

- i. The photographer will be the sole professional photographer at the venues specified. The photographer does however positively encourage family, friends and other quests to take photographs throughout the day.
- ii. The photographer will stay to photograph until approximately 22:00pm. Any photography following this time will be at the discretion of the photographer or if expressly agreed in writing beforehand.

6. PERSONAL ACCIDENT

i. Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

7. CANCELLATION FEES

- i. If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation:
- ii. Cancellation from the booking date and more than two weeks to go until the wedding or session date, the non-refundable booking fee of 350CHF, this however can be used for a 1 hour session at a later date and is also transferable.
- iii. Cancellation with less than two weeks to go until the wedding or session date, full price for the complete photographic coverage booked. The client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.

8. DELIVERY

i. The photographer will endeavour to deliver digital files as quickly as possible. However this could take up to 6-8 weeks during busy periods.