

## Terms & Conditions of use of Booking A Photographer Services

Last Updated: July 1, 2022

Please read these Terms and Conditions carefully before using the <http://www.bookingaphotographer.com> website operated by theOrlowska Agency. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### Key Terms

**"Client"** means a person who requests from a Photographer a booking of Photography service via the Site

**"Photographer"** means a Member who is Listed for Photography services via the Site

**"Listing"** means a Photography Service and/or photographic work that is listed by a Photographer as available via the Site.

### Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

### Disclaimer

IF YOU CHOOSE TO USE THE SITE, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT BOOKINGAPHOTOGRAPHER.COM DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND PHOTOGRAPHERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## **Agreement Photographers - Clients**

The Photographers, not Bookingaphotographer.com, are solely responsible for honouring any confirmed bookings and making available any Photography Services reserved through the Site.

If you, as a Client, choose to enter into a transaction with a Photographer for the booking of an Photography Services, you agree and understand that you will be required to enter into an agreement with the Photographer and you agree to accept any terms, conditions, rules and restrictions associated with such Photography Services imposed by the Photographer. You acknowledge and agree that you, and not Bookingaphotographer.com, will be responsible for performing the obligations of any such agreements, that Bookingaphotographer.com is not a party to such agreements, and that Bookingaphotographer.com disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Bookingaphotographer.com is not a party to the agreement between you and the Photographer.

If you are a Photographer, you understand and agree that bookingaphotographer.com does not act as an insurer or as your contracting agent. If a Client requests a booking of your Photography Service and uses your Photography Service, any agreement you enter into with such Client is between you and the Client and Bookingaphotographer.com is not a party of this agreement.

Bookingaphotographer.com acts only as an intermediary between the Photographer and the Client. The Client books a service with the Photographer and therefore the agreement is only between the Photographer and the Client.

The agreement between the Client and the Photographer ends when the Photographer has fully performed the agreed services between these two parties.

Photographer is responsible for his photographic services and to perform these services using sufficient care and professionalism.

Photographer also is responsible for and states that photographic work displayed on the site is original and belongs to him. He also admits, by sending his work to Bookingaphotographer.com to be displayed as his portfolio, that he owns the copyrights to these works.

Bookingaphotographer.com recommends that Photographers obtain appropriate insurance for their Photography Services. Please review any insurance policy that you

may have for your Photography Service carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Clients (and the individuals the Clients invites to the Photography Service, if applicable) while at your Photography Service.

### **Liability of Booking A Photographer**

Bookingaphotographer.com IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND PHOTOGRAPHY SERVICES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE CLIENT'S OWN RISK.

Booking a Photographer's service is a service that provides the Client with selected Photographer based on the expertise of Bookingaphotographer.com by evaluation of Photographer's photographic works. Bookingaphotographer.com is not able to verify photographer's personal details and situation or copyright ownership of displayed photographic works and any details displayed in the Listing.

Bookingaphotographer.com is not responsible for the services supplied by the Photographer to the client in any shape or form, including the Photographer's actions and photographic works supplied by the Photographer to the Client. The agency is not responsible for Photographer's actions and work including but not limited to: being late, no show, inappropriate attire, loss of images.

In no way can Bookingaphotographer.com be held liable and/or responsible for any damages to property or injuries to any person(s), directly or indirectly involved in a photo shoot, which occur during an assignment booked through Bookingaphotographer.com or the parent company theOrlowska Agency.

Bookingaphotographer.com will not be held liable by the Client, Photographer, or any and all hired 3<sup>rd</sup> parties, for any reason or under any circumstance, for any and all costs related to a photo assignment including but not limited to: props, makeup/makeup artists, models, and other talent or hired individuals or items.

Bookingaphotographer.com will have no liability, including but not limited to, a cancelled assignment or damages caused during an assignment to any and all parties

involved including but not limited to either the Client, the Photographer, and/or 3<sup>rd</sup> parties.

## **Cancellation & Refunds**

If you, as a Client, choose to enter into a transaction with a Photographer for the booking of an Photography Services, you agree and understand that you will be required to enter into an agreement with the Photographer and you agree to accept any terms, conditions, rules and restrictions associated with such Photography Services imposed by the Photographer. This may include any security deposits or cancellation policy that the Photographer will make clear to the Client before final booking procedure.

In some cases Bookingaphotographer.com will ask client to pay the downpayment. The downpayment deposit for the use of Bookingaphotographer.com services is non-refundable in case of cancellation by the Client.

If you are a Photographer, you understand and agree that Bookingaphotographer.com does not act as an insurer or as your contracting agent. If a Client requests a booking of your Photography Service and uses your Photography Service, any agreement you enter into with such Client is between you and the Client and Bookingaphotographer.com is not a party thereto.

In some cases when the downpayment is not taken by Bookingaphotographer.com, any cancellations by the Client up to 48 hours before the agreed time of the photoshoot will be charged 10% of the total agreed payment.

Any last minute cancellations by the Client within less than 12 hours before the agreed time of the photoshoot will be charged 100% of the total agreed payment.

In case when the Photographer, for unforeseen circumstances, will not be able to execute the assignment on time; bookingaphotographer.com will make every effort to replace the Photographer with an equal talent. If we fail to find a suitable replacement the downpayment made directly to Bookingaphotographer.com will be fully refunded.

In case when the Photographer for unforeseen circumstances did not show up at the prearranged day for the assignment, the downpayment made directly to Bookingaphotographer.com. by the Client at the time of booking will be refunded. Or, if possible, the session will take place at another time convenient to the Client.

In case when the Photographer, for unforeseen circumstances, will be late for an assignment, which will affect the quality and the whole order, the price of the assignment will be subject to negotiation between the Client and the Photographer, not Bookingaphotographer.com. and the downpayment will not be refunded by Bookingaphotographer.com.

In the event that a photo shoot takes place but for unforeseen circumstances, whether technical or another reason, the Photographer does not supply the photos to the Client; the Client will be entitled to a full refund from the Photographer, not Bookingaphotographer.com. If possible, the session will take place at another time convenient to the Client.

The Agency, Bookingaphotographer.com operated by theOrlowska Agency shall not be liable if:

- The photos do not meet customer expectations.
- Personal preferences and opinions by the client on the quality of the images are not the basis for any refunds from Bookingaphotographer.com.

No cancellations and refunds are accepted for the service for photographers of being listed on the site. Photographers can request via email cancellation of their listing and expect it to be removed from site within 10 days.

## **Payments**

Payments to be made via PayPal or bank transfers to the account provided through email by Bookingaphotographer.com

Depending on the selected payment methods, this may entail additional costs for the client.

Client must provide correct contact information for making a booking.

Photographers making payments must provide correct information to receive invoice for the service.

The payment balance for the photo assignment is to be paid directly with the Photographer at the assignment; unless otherwise agreed in writing directly between the Client and the Photographer.

## **Copyrights**

### Personal Use Copyrights:

Copyright and Reproductions for personal use | It is agreed that the Photographer providing the service (Photographer) shall own the copyright to all images created through this contract. The Photographer shall have the exclusive right to make reproductions for the Client's or for the Photographers' portfolios, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, for display within or on the outside of the photographers' studio, including the internet. The Photographer grants permission to the Client to make reproduction of the work in any size or quantity for the following use: personal only within the family and friend circle. Unauthorized copying or use of the Photographer's images is an infringement and a violation of the contract. Unless specifically stated, this contract does not provide the Client with any ownership of or rights to use the negatives or digital image files created under this contract.

### Commercial Use Copyrights:

Copyright and Reproductions for commercial use | The Photographer providing the service (Photographer) will retain ownership of the copyright in the Photography Work created for the Client, but will license certain rights to the Client as agreed prior to the final decision of confirmation of the booking.

By engaging the services of BookingaPhotographer.com, clients acknowledge and agree that the photographer and BookingaPhotographer.com reserve the right to use photographs taken during sessions for promotional purposes, including but not limited to portfolio showcasing, marketing materials, website content, and social media posts, unless otherwise specified.

Clients who do not wish for their photos to be utilized for promotional purposes must explicitly state their preference via email to [info@bookingaphotographer.com](mailto:info@bookingaphotographer.com). The photographer and BookingaPhotographer.com will honor such requests and refrain from using the said photos for promotional activities. Please note that once images have been shared for promotional purposes, revoking permission may not apply to materials already in circulation.

## **Delivery of Photos**

Photographer shall ensure the agreed number of photos are delivered to the Client within the timeframe agreed with the Client.

Photographer will deliver the photos in accordance with the Information and that with which he advertises in the service or states in his agreement with the Client

## **Complaints**

Bookingaphotographer.com is not responsible for the behavior of Clients, nor of Photographers.

Bookingaphotographer.com will accept any complaints directly via email [bookingaphotographer@gmail.com](mailto:bookingaphotographer@gmail.com) and will assess each case individually based on its merits.

## **Amendments to Terms of Use**

Bookingaphotographer.com may adjust these Terms of Use at any time.

## **Modifications**

Bookingaphotographer.com reserves the right, at its sole discretion, to modify the Site, or Services including photographer's listings and all its contents at any time and without prior notice.

## **Vouchers**

The Client can receive vouchers on the website which are only exchangeable for services as indicated by the voucher.

A voucher can be redeemed up to one (1) year from date of issue of the voucher.

A voucher is not redeemable for cash or other services.

## **Article 9. Contact and Company details**

The Orłowska Agency

Booking A Photographer (service of theOrlowska Agency)

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*1059 ES Amsterdam*

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