

Terms & Conditions

Terms of Business

When you accept a quote from Black Grouse Media or book a service with us, you are accepting our terms of business which are as follows.

These terms contain the entire understanding between Black Grouse Media and the Client. They supersede all prior and simultaneous agreements between the Parties. The only way to add or change this agreement is to do so in writing, signed by all the Parties. If the Parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Coverage

The session will begin at the date and time as agreed, and continue for the duration agreed within the package stated. On arrival, Black Grouse Media will require time and a suitable location to prepare equipment.

Change of Date or Venue

Black Grouse Media must be notified immediately of any changes in schedule or location, at least 3 days prior to the scheduled date of the session. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by Black Grouse Media in writing or via email. It is the client's responsibility to confirm all arrangements at least 3 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify Black Grouse Media. If required, Black Grouse Media kindly asks that the Client get in touch with the Photographer 3 days prior to the date of the session in order to touch base and go over last minute details. Black Grouse Media will make every effort to contact the Client, but it is the Client's responsibility to contact Black Grouse Media to confirm all details and times.

Retainer

A retainer fee of 50% of the total package price may be required for media services sessions.

This is a non-refundable retainer. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to the Photographer in the event of a cancellation, or breach of contract by the Client. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The balance of

the complete package price must be paid before or on the day of session. If final payment is not received, Black Grouse Media will not be expected to attend said session. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

Cancellation by Client

There shall be no refund of retainer after the booking and the reservation of the session date. If the session is cancelled by the client within 4 days of the date, the client shall pay the balance of the contract due to the high probability that Black Grouse Media will not be able to further book that date. Once a balance is paid, it is non-refundable. Any other arrangements shall be discussed between the Clients and Black Grouse Media. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform the Black Grouse Media of the cancellation.

Cancellation by Us

Black Grouse Media will not cancel the session except in the following circumstances:

Non-payment of balance

Adverse weather conditions

Unforeseen and exceptional circumstances which entirely preclude Black Grouse Media from attending the session.

In the event of cancellation by Black Grouse Media due to weather or other unforeseen and exceptional circumstances, alternative dates will be offered.

Failure to Perform

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the session, Black Grouse Media cannot be held responsible for lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the session, or location restrictions. Black Grouse Media is not responsible for the lateness of the clients, models or other principles.

Black Grouse Media requests that the Client be present to assist with obtaining the required video and photographic shots to meet the Client's brief.

Clients are responsible for all location fees and permits as required.

Copyright

Title (possession) of and copyright to all products shall remain with Black Grouse Media unless specifically agreed in advance. All photos and videos are copyrighted. The digital images (hereinafter collectively the "images") created by Black Grouse Media and/or subcontractor(s) remain the property of Black Grouse Media.

It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of Black Grouse Media. Violators of this law will be subject to its civil and criminal penalties. Please note, the package the Client has booked will stipulate the release and limitations of use of digital images by the Client.

Permission is hereby granted to Black Grouse Media to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

If purchasing Hi-Resolution images on CD/DVD, Clients will be given a written release to make personal copies of images from removable storage media (CD/DVD/USB). The client understands the images given on removable storage media cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by Black Grouse Media.

Retention of Footage

Footage will be retained as per the following schedule:

Unused Footage - Deleted 30 days after delivery of the project

Used Footage - Deleted 6 months after delivery of the project

Delivered Films - Retained for at least 2 years

All used and unused footage can be retained for longer at the client's request. The cost for doing so will depend on the size of the library to be stored.

Expenses

Travel expenses such as parking, shipping, or destination fees must be reimbursed to Black Grouse Media and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

Event Food Service

No meal is required for events up to 6 hours for Black Grouse Media. For events up to and past 8 hours a full course meal is required. If no meal is provided, it is understood that Black Grouse Media may leave the session to purchase a meal.

Garments

Black Grouse Media cannot be held responsible for damage to Garments due to environmental events. Client is responsible to arrange personal assistance for garments.

Creative License

Images/Videos are edited at Black Grouse Media's discretion, and delivered images and Videos may not include all images/footage shot. Black Grouse Media reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within Black Grouse Media's artistic standards.

Force Majeure

If Black Grouse Media or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement.

This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, memory card malfunction, or otherwise lost or damaged without the fault on the part of Black Grouse Media. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

Cost of Media Services

All costs and details on how to pay will be included on the client's invoices.