

Terms and Conditions of Contract

In the following conditions of contract “The Photographer(s)” shall mean Portraits by Bukool (Alex Banaag II) or, subject to condition 8 below, any photographers appointed by Portraits by Bukool. “The Client(s)” shall be those whose name appears on the contract. The due performance of the contract is subject to the conditions below and they cannot be varied in any way by The Client(s) unless such conditions are expressly agreed by The Photographer(s) in writing.

1. **COPYRIGHT:** Sec. 178.1 of the 1997 Intellectual Property Code of the Philippines (Republic Act 8293) states that the copyright shall belong to the author of the work. In this case, the copyright of the photographs belongs to The Photographer(s). It is therefore contrary to the Act, and illegal, to copy photographs, or allow to be copied, by any means photographic or otherwise, by any person or machine other than by The Photographer(s) or their appointed agents or unless otherwise permitted by the owner.
2. **DISPLAY:** The Client(s) hereby allow(s) The Photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles and other such material, providing that the images used are used lawfully and without damage to The Client(s).
3. **LICENSE, Coverage and Reproduction:**
 - a. The Photographer(s) shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographer(s) judgement regarding the location, poses and number of photographs taken shall be deemed correct.
 - b. Photographs taken during the course of a booking will be at the discretion of The Photographer(s) although every effort will be made to comply with The Client(s) requirements.
 - c. The Photographer(s) shall endeavour to photograph all individuals as requested by The Client(s) at some point during the booking, but no responsibility will be taken by The Photographer(s) in the event of leaving somebody out.
 - d. For a booking involving a church ceremony The Photographer(s) movements are sometimes restricted by the rules of the church. The area from which The Photographer(s) are able to cover the ceremony may not be The Photographer(s) choice and The Photographer(s) cannot accept responsibility for any obstructed view should this be the case.
 - e. For a wedding or other occasion booking The Photographer(s) shall endeavour to capture all the moments throughout the day as they occur. However, because of the nature of the event, as a one off, some unforeseen moments might not be recorded.
 - f. Please note that any alterations made to the booking by The Client(s) once details have been confirmed may only be made at the discretion of The Photographer(s) and in some circumstances (such as the change of ceremony date for a wedding booking) The Photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances The Photographer(s) are not liable to compensate The Client(s) in any way whatsoever.

- g. Due to a variety of lighting conditions and the limitations of digital capture, some colours may alter slightly throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic paper.
 - h. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be facsimile over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
 - i. All print and presentation sizes quoted are approximate and subject to the discretion of The Photographer(s).
 - j. Although all equipments are checked regularly, The Photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- 4. **SCOPE OF WORK:** Photographer shall provide photography services based on the type of package The Client(s) chose.
- 5. **PRICES:**
 - a. The Photographer(s) shall provide the services and finished products above for a flat fee of PHP18,500.00.
 - b. All prices on all photographic services undertaken on the date of booking are valid for six (6) months from the date of signing.
 - c. The Client(s) will be liable to pay any additional expenses incurred by The Photographer(s) during the booking not already included within the agreed price.
- 6. **PAYMENTS:**
 - a. Wedding Client(s) – a non-refundable booking fee equivalent to 50% of the package price (paid by cash, cheque or credit cards) along will confirm your booking. 30% shall be paid right after the end of the wedding reception and the remaining 20% shall be paid upon delivery of the finished products. All additional goods are payable upon ordering.
 - b. Other Client(s) – all photographic fees are payable in full on booking a coverage. All additional goods are payable on ordering.
 - c. Title to all goods remains the property of Portraits by Bukool until paid for in full by The Client(s).
- 7. **COMPLAINTS:** In the unlikely event of any complaint with regards to our service, all complaints must be received in writing within seven days of collection of products purchased. This includes soft copies of the photographs, prints and albums.
- 8. **FORCE MAJEURE:**
 - a. The due performance of the contract is subject to alteration or cancellation by The Photographer(s) owing to any cause beyond their control (i.e. sudden illness/injury).
 - b. The Photographer(s) have other professional photographers who will be contacted by their staff in the event that they are not able to attend your booking due to clause 8a.
 - c. In the event of cancellation by The Photographer(s) (although all attempts will be made to arrange for another photographer to be present – see clause 8b) or in the

unlikely event of total photographic failure (although re-shoots may be arranged if practicable – The Photographer(s) will not be responsible for costs in order to stage such re-shoots), The Photographer(s) liability shall be limited to a full refund of any deposits and other fees paid.

9. **CANCELLATION:** If The Client(s) should have to cancel a booking the following cancellation fees (as may be appropriate to their case) will become due immediately upon said cancellation.
10. **INDEMNIFICATION:** Bride and Groom shall indemnify and hold harmless The Photographer(s) from any loss, damage or liability resulting from The Client(s) violation of the terms of this Agreement or any agreement involving The Client(s) and The Photographer(s). The Clients shall indemnify The Photographer(s) and hold him harmless from and against any claim by any other person or entity resulting from the performance of his services under this agreement.

I (We) HEREBY agree to the Terms and Conditions stipulated above.

IN WITNESS HEREOF, We have this _____ day of _____ made and signed.

Client Name and Signature

Client Name and Signature