

Terms and conditions

1. In the event of postponement or cancellation of the assignment described above, the studio may retain part or all of the deposits, as liquidated damages.
2. It is understood the photographer is the exclusive official photographer retained to perform the photographic services requested on the contract.
3. No part of any order will be delivered until the balance is paid in full. Should the fees be tendered in the form of a cheque, verification from the issuing financial institution will be conducted before release of all product. Additionally, should the products be delivered via courier or mail, the 48 hour time frame is not applicable due to delivery times that is out of the photographer's control.
4. Rush orders are subject to an additional charge for all services rendered.
5. The photographer takes utmost care with respect to the exposure, development and delivery of the photographic products and service ordered. However, if the photographer fails to comply with the terms of the contract due to any event or act outside the control of the photographer, the photographer's liability is limited to the refund of the deposit.
6. Unless stated and agreed to otherwise, on this contract, the photographer reserves the right to use the image, negative, or digital photographic image and/or reproductions for the purpose of display, exhibitions, contests, publications and other purposes. Unless otherwise specifically stated herein, negatives, proofs and digital files remain the exclusive property of the photographer and the photographer retains all copyright of the images referred to in this contract, as provided for under the Canadian Copyright Act.
7. If there are any changes in the schedule, the client is obliged to notify the photographer immediately.
8. Because all images produced by the photographer are a custom product, and the client has requested the photographer's time and talent, there are no refunds.
9. INDEMNITY: The client shall indemnify the Photographer against any claims and damages, including counsel fees, incurred whilst working for the Client.
10. Should the client make "last minute" change(s) to delete or add services already proposed on the contract, the photographer reserves the right to refuse last minute request. "Last minute" requests are defined as alterations to the above services and products proposed and/or offered on the contract/proposal by the client, that occurs within one week of the portrait date.
11. If the client does not sign and/or deliver a contract of agreement and a booking fee to reserve the portrait date to the photographer, the photographer is not obligated to provide services on that date to the client.
12. Although the photographer has the capability of producing retouched portraits within a 48 hour time frame, processing times of portraits may vary depending on workload.