



TERMS & CONDITIONS

In the following terms & conditions “the photographer” shall mean Kristen (Ashley) Koch trading as Broad River Photography. “The client(s)” shall be those persons defined as bride and groom on the booking form or the primary individual booking the portrait session. The client(s) cannot vary these terms and conditions in any way unless the photographer in writing expressly agrees to such conditions.

Copyright

The photographer retains the entire copyright in the photographs at all times throughout the world.

Where a disc or USB of photographs (digital image files) has been provided to the client as part of their wedding collection or portrait package, these photographs may be printed and displayed online for personal, but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting her work or any other use.

Intellectual Property

All content contained in on the site are the intellectual property of Broad River Photography. You are not authorized nor permitted to utilize any such content and/or products on your sites without express permissions from Broad River Photography. By utilizing the content contained on the site, you expressly agree (1) not infringe on or otherwise violate Broad River Photography’s intellectual property, (2) to ensure that any confidential information disclosed to you by Broad River Photography remains confidential, and (3) not to disclose any information provided to you by Broad River Photography to any third party. In the event that you violate any provisions of this section of the Terms and Conditions, you agree that Broad River Photography will be entitled to injunctive relief against you in relation to such violations.

Additional Charges

Any additional charges incurred, will be recovered from the client and agreed in advance. Packages include travelling expenses up to 150 miles from the 28150 zip code.

Locations further away than this are charged at 54.5 cents per mile after the first 150 miles. Where it is necessary to travel to a photography location the evening prior to the shoot and when it may be necessary to stay overnight, the client will cover the cost of the accommodation.

Where required, any accommodation arrangements must be confirmed with Broad River Photography before booking.

Website Display & Promotional Usage

The client(s) hereby allow(s) the photographer to display any photograph and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums, etc.

All Copyright is the property of Broad River Photography.

Substitution

The photographer will substitute another photographer, at no cost to the client, in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control (e.g. sudden illness, injury, victim of crime, flooding, death, etc.). In the event of cancellation by the photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid.

Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of a contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the value of the contract. Neither party shall be liable for indirect or consequential loss.

Personal Accident

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

Privacy

The photographer will store all personal information on a private internal database. These details will not be made available to third parties.

Modification

Broad River Photography may modify these Terms and Conditions at any time, without notice.

Creative License

The photographer shall be granted artistic license in relation to the posed photographs, the location used, and digital retouching. The photographer's judgment regarding the locations, poses, and number of photographs taken shall be deemed to be correct.

Due to changes in the weather and the availability and willingness of subjects, the photographer will do her best to honor requested photographs, but does not guarantee any specific picture nor incorporate any specific background, location, or group arrangement.

Booking Fee

A non-refundable booking fee of \$200 is charged when the client agrees to the contract and this fee is deducted (in full) from the total price. The booking fee secures the time and services of the photographer for the wedding and is non-refundable or transferable in the event of cancellation.

Any payments made by credit card incur a charge of 2.5% extra.

There are no booking fees for portrait sessions (family, maternity, newborn, or senior sessions).

Payment

The remaining balance payment is to be made no later than 7 days prior to the wedding ceremony. Payment for additional album photographs, prints & frames is made after the wedding at the time of ordering.

Portrait session payments are due the day of the session.

Exclusivity

Broad River Photography is to be the sole professional photographer. Your guests will of course want to take photographs. However, the photographer cannot and will not be held responsible for a lack of wedding photographs due to guests taking their own images of the bride and groom, and interrupting the workflow of the photographer.

Group Shots

The photographer will attempt to capture the images requested by the client in the portrait checklist supplied by the client prior to the wedding. In the unlikely event that the photographer is unlikely to capture these images, due to poor weather or lack of alternative dry location, she will not be held responsible.

Ceremony and Venue Rules

The photographer is governed by the rules imposed by registrars, ministers, and the management of venues as to where they can go and what they are able to do. Some churches restrict the movement of photographer, prevent the use of flash, and in some cases will prevent the photographer from capturing images during the ceremony.

In these circumstances, the bride and groom agree to accept the limitations put on the photographer by others. The bride and groom must make themselves aware of any rules prior to the ceremony and inform the photographer in advance. Please note restrictions such as these will reduce the number of images delivered.

Indemnity

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property.

The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

Social Media/Website/Blog

The photographer reserves the right to share images online for business and promotional use. If you do not wish for your images to be used for such, please make this clear.

Image Size, Color, Style, and Composition

All photograph and image sizes are nominal. The photographer will provide a pleasing color balance, but cannot guarantee exact color matching. There is no right to reject on the basis of style or composition. The photographer cannot guarantee the supply of any particular photographs that are requested.

All photographs supplied by Broad River Photography are produced to the highest standards using the latest processing techniques.

Cancellation

Cancellation less than 4 weeks prior to date of the wedding will result in payment in full for the complete photographic coverage booked (\$200 per hour of wedding coverage agreed upon in the contract). All cancellations must be in writing. When a wedding has been postponed (rather than cancelled) to a later date the photographer will retain the fee as long as the photographer can re-schedule for the new date and time.

Refund Policy

The photographer will not refund, nor accept the return of/refusal to pay charges for, any technically acceptable photograph supplied either in print or in electronic format. No exception can be made, as we cannot be held responsible for individual tastes or exceptions.

Refusal of Service

Broad River Photography reserves the right to refuse service to any person or entity without reason.

Retouching

Retouching and artist finishing is available at an extra charge per image. The final output and finish of any image that is re-touched will be at the photographer's discretion.

Storage of the raw digital images is stored in a secure location (access to these images is solely limited to the photographer). Raw image files will not be deleted unless expressly requested to do so by the client.

Completion of Images

The photographer will endeavor to present to you your finished images up to 6 weeks after your wedding event and 3 weeks after portrait sessions.

Complaints Procedure

The client should first raise any complaints with the photographer in writing within 21 days from the date of receipt of images.

Please address any complaints to Ashley Koch by email (broadriverphoto@gmail.com) or telephone (828-447-1826). We will try and respond to any complaint within 48 hours.

The Photographer reserves the right to amend these Terms and Conditions without prior notice.