

TERMS AND CONDITIONS

The following contract and related terms and conditions are between Come N Create Flashbacks and the Client in concern.

1. Definitions

In the following contract:

“Come N Create/Us/Photographer(s)/Author” shall mean Come N Create Flashbacks and/or its representatives with necessary professional skills

“Client(s)” shall mean “You” the parties of the Contract;

“Event” shall mean the event/occasion for which the service(s) is availed;

“Photographs/Photos/Images/Videos/Deliverables” shall mean the product made available to the Client(s) from the Photographer(s);

“Services” shall mean the photography service to be carried out at the event and any other service/offering agreed between the Client(s) and the Photographer(s), set out in contract.

The term “Client” will also include employees/representatives of the concerned party having the rightful/legal authority of availing services from the “Author” for concerned “Event”.

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, websites, sample albums etc.

Also, the Client(s) gives the Photographer(s) and its (legal) representatives and/or assigns, the irrevocable and unlimited consent to do the above and release Photographer and its (legal)representatives from all liability and claims in connection with the Images

3. Creative License, Coverage and Limitations:

Photographs/Images taken during the service offering will be at the discretion of Photographer.

Special requests are not mandatory for photographer to comply, although every effort is made to comply with the Client’s demand as much as possible.

For requests of availing the service (photography) at Temple, Church, any other religious place, public entertainment venues, private properties will require the client to take prior permission from concerned authorities. Also, in such places Photographer’s view may be obstructed due to reasons beyond their (Photographer’s) control and are in no way responsible for resulting losses, if any.

The lighting conditions and limitations of digital sensor technology may alter some colors throughout the event duration. The responsibility of ensuring proper stage setup rests with the client. The décor and venue are the personal choice of client. The Client may take the advice of the Photographer to the heart to ensure smooth professional conduct which will result in the best possible output.

The Photographer(s) are staunch professionals dedicated to their craft. Backup equipment are carried all the time to reduce possible mistakes. However, the Photographer(s) are not responsible for loss of Photos/Videos due to any type of technical/memory failure.

4. Schedule

On the day of the event, the session of Photography may involve cheerful play, good humor and sometimes even specific, to-the-word instructions made by the Photographer. All this in good faith to maximize confidence in client and to reduce any existing stress, thereby bringing out the best possible output. Hence, punctuality and good cooperation is expected from the Client.

Also, it has been observed that in wedding ceremony, many guests (of the Client) want to capture their unique moment with the client but result in interference and delay for the Photographer. Special care needs to be taken to avoid such instances and the client should remember that proper time is needed to get best possible output by the Photographers. Hence priority should be given to Photographer(s) over guests.

5. Payment Rules:

- a. The Client must pay 50% of amount as advance
- b. 30 % amount must be paid on the day before the shoot
- c. Remaining 20% amount should be paid before accepting the album

Refund/Cancellation will NOT be done in any case. The final decision rests with the Photographer.

Travelling and Hospitality costs are to be borne by Client(s).

6. Deliverables:

The Client(s) can give possible suggestions of their own choice in matters of Background Music, Songs and/or reference Videos/Photos before the event or within 7-days after the event.

After the post-production, the Client will be informed by the Photographer to collect the Images/photographs/Deliverables. The Client(s) must inform for any correction of the Videos/Images within 7-days of receiving the processed products. Only 2 (read two) corrections are provided.

Digital data must be received/collected by the Client(s) with their own-personal high-end data-storage devices.

Extra charges will be applicable in case of extra editing work and/or special requests made by Client(s). Also, if the Client(s) wishes for extra pages in the album, then extra charges are applicable as decided by the Photographer.

7. Miscellaneous:

The Client(s) are also bound by extra conditions imposed by the Photographer(s) from time-to-time.