



CAPTURING LIGHT IBIZA – PERSONAL BRANDING PHOTOGRAPHY CONTRACT

To secure personal branding photography by CAPTURING LIGHT IBIZA you need to do the following:

- Read these terms and conditions. If in agreement, sign and date every page.
- Pay a deposit of 500€ (+21% IVA) via bank transfer to confirm your booking.

1. COPYRIGHT

Any image printed in your album or purchased as a photographic print (digital or film) may not be scanned, photographed or duplicated in any way without consulting Capturing Light Ibiza. All rights are reserved to Capturing Light Ibiza.

To upload images to Facebook or other social media please use your PASS gallery link we will provide to every single client. This way, your images will be credited automatically. If uploaded in any other way, each image must have caption Capturing Light Ibiza or the url www.capturinglightibiza.com. Failure to give proper credit is copyright infringement.

All images will be supplied via your own personal online gallery in JPEG format (High Resolution). If the client's other suppliers request to use any of the photographs for their own company's promotion, then the suppliers must seek written consent from CAPTURING LIGHT IBIZA directly.

2. PHOTOGRAPHIC MATERIALS

All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of CAPTURING LIGHT IBIZA. CAPTURING LIGHT IBIZA shall provide the client with usable images, but without a copyright release form CAPTURING LIGHT IBIZA cannot provide original RAW files. Release of the full copyrights starts from 2000€.

3. PAYMENT

A non-refundable booking fee of 500€ (excl. VAT) is required at the time of booking, together with a completed contract. A date cannot be booked until both the booking fee is paid and the contract has been signed and returned to CAPTURING LIGHT IBIZA. The outstanding balance can be paid during your meeting with CAPTURING LIGHT IBIZA team or on the day of the shoot. Bank transfers or credit card payments will incur an additional 21% VAT. Payment is accepted in EURO only.



Payments are payable to:

Anouk van Baal
Can Pere Cala
Cas Ripolls 19
07810 Sant Joan de Labritja Ibiza
NIE: Y1466820D
VIES VAT: ESY1466820D
Bank: La Caixa Account: 2100 1936 1902 0008 5301
IBAN: ES45 2100 1936 1902 0008 5301
BIC/SWIFT: CAIXESBBXXX

Late payment or split payment can be discussed and needs to be confirmed in writing by both parties.

4. DISPLAY AND NON-DISCLOSURE

Capturing Light Ibiza is permitted to display any photograph taken during the shoot for self-promotion purposes, provided images are used lawfully by Capturing Light Ibiza. This will include both online & print media. If the client wishes to place any restriction on displaying the photographs online and/or in print, there will be an additional 50% charge of the original package price for non-disclosure.

5. CREATIVE LICENSE AND COVERAGE

The client confirms they have viewed CAPTURING LIGHT IBIZA's work and approve of their shooting style. CAPTURING LIGHT IBIZA is granted creative and artistic license in relation to the choice of locations and the poses used. Their judgment on photographic style, composition and the number of images taken shall be deemed correct.

CAPTURING LIGHT IBIZA will do their best to honor requested shots, but cannot guarantee any specific picture nor incorporate any specific background, location or arrangement.

6. CANCELLATION FEES

If the client wishes to cancel the booking or change the date of the shoot, they must confirm this request in writing. The client is entitled to terminate this contract without incurring any fee within 14 days of the agreement. If the client terminates this contract later than 14 days after signing, then the following charges will apply:

30 days or less remaining until shoot date = 100%.
31-60 days remaining until shoot date = 75%



60-90 days remaining until shoot date = 50%
90 days or more remaining until shoot date = 0%

Any additional expenses already incurred by CAPTURING LIGHT IBIZA e.g. hotel, flights, car hire, visas etc. must also be paid by the client. If outstanding at the time of cancellation, the client must pay these additional expenses within 3 days of cancellation.

If the client wishes to change the booked date for any reason, subject to CAPTURING LIGHT IBIZA's availability and agreement, this contract and all payments may be transferred to the new date. In this case, the total fee chargeable shall be the current package price applicable at the time of transferring the contract.

If CAPTURING LIGHT IBIZA is forced to cancel this contract, CAPTURING LIGHT IBIZA shall recommend, but not arrange, substitute photographers for the client, who are of a similar standard where possible. The client is under no obligation to book the substitute photographer(s) that CAPTURING LIGHT IBIZA recommends and CAPTURING LIGHT IBIZA not responsible for any unsatisfactory services provided by any recommended substitute photographer.

In the event of total photographic failure, or cancellation by CAPTURING LIGHT IBIZA, their liability shall be limited to a full refund of all monies paid at the time of cancellation.

7. COVERAGE

The pricing structure is laid out in terms of hours of coverage and the inclusion of products. Hourly coverage starts from the time the Photographer arrives at the shoot, and ends at the time the Photographer leaves. Hours cannot be rolled over. If the client asks to purchase additional hours on the day of the shoot itself, CAPTURING LIGHT IBIZA cannot guarantee their availability. This is due to their prior bookings and commitments for the following day. To guarantee availability, extra coverage should be included at the time of booking.

8. DIGITAL ENHANCEMENT

The photographs are edited to "darkroom" techniques only, adjusting the tonal range of an image. It does not include Photoshopping to digitally remove unwanted elements. The ability to Photoshop is dependent on the complexity of the item to be removed, and its background. Photoshopping is an additional service, and is charged at €200 per hour, with a minimum fee of €100.



9. VIEWING OF PHOTOGRAPHS

Your entire set of photographs will be ready 3-4 weeks after the shoot date. These timescales exclude Easter, Christmas & other public holidays, or the Photographer's holiday leave.

10. DELIVERY OF PRODUCTS

CAPTURING LIGHT IBIZA provides the client with a private password protected online SHOOTPROOF gallery, available for 3 months after the day of the shoot.

11. STORAGE OF PHOTOGRAPHS

CAPTURING LIGHT IBIZA is responsible for keeping the client's photographs up until one year after the shoot date. After this date, CAPTURING LIGHT IBIZA may dispose of the images. If the client would like to purchase any further products or digital files, they must do so within one year. Upon receipt of the images via the online gallery, the client is responsible for a back up.

12. FORCE MAJEURE

This agreement is subject to alteration or cancellation by either party owing to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster) or events which are beyond the parties' reasonable control, including but not limited to, failure of third parties, war, strike, labour dispute, terrorism, government sanction.

Client:

CAPTURING LIGHT IBIZA:

Name:

Name: Anouk van Baal

Date:

Date:

Signature:

Signature: