

SEYCHAS STUDIOS

This page contains SEYCHAS STUDIOS's ("company") services terms and conditions.

1. **Booking Deposit and Payment:** The Client shall make a booking fee as per contract to retain the company to perform the services specified in the contract.
2. **Cancellation:** If the Client shall cancel this Agreement more than six (6) calendar days before the photo shooting / service delivery day, any booking fee paid to the company shall be refunded in full if the company is able to re-book the same date. But if the company is NOT able to secure another client for cancellation date, or if the cancellation occurs less than six (6) calendar days before the shooting/service delivery date, the company will forfeit the booking fee.
3. **Photographic Materials and Copyright:** All photographic materials, such as original negatives, photos, or slides, videos shall be the exclusive property of the company. The company shall own the copyright in all images, videos etc created and may use the work for samples, contests, exhibition, advertising and self-promotion purpose. Without written permission of company, no one including client will not use, in any manner, our photographic material for commercial purpose.
4. **Social Media:** This clause applies to all social media, including Facebook, linkedIn, instagram, Youtube and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter any photographs in any manner that are placed in public on the internet. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline), altered in color, or edited in any way.
5. **Failure to Perform:** If the company cannot perform this Agreement due to a fire, flood or other casualty, strike, curfew or government or nature's action or other cause beyond the control of the company, or due to the illness of photographer of the company, then the company shall return booking fee or any funds previously paid to the company but shall have no further liability in any manner with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the company. In the event the Photographer fails to perform for any other reason, the company shall not be liable for any amount in excess of the amount which company has already received from client.
6. **Quality of Service:** Quality level of photographic material will depend on the plan which the client has selected and company will responsible to use those tools to render the photographic service.
7. **Back up:** Company will not responsible for maintaining the client files after completing the assignment. Once the service is delivered satisfactorily (company rendered services and client paid agree fee fully) than, the company will have no obligation to maintain any backup of

client's file and if the client demands such back, because of any reason, then fulfillment of such demand will depend on availability of data file. Further, such backup, later access will be chargeable which is decided by company.

8. **Liability:** It is client's responsibility to take care of the children; company or team of company will not accept any responsibility due to any accident to children or damage to public or private properties during the photo shooting, service time or consultation session.
9. **Safety Clause:** It is agreed that client will have the responsibility to provide safe work place to our team especially female member of our company's team. Any kind of misbehavior at client's place by any one (whether by the client or guest, or any other) with our photographer (whether male or female) in any manner whether physical, sexual, moral, verbal, teasing, abusing, bullying or any kind of unacceptable act which is against the dignity, safety & security of our photographer, then client will be held sole responsible for that.
10. It is agreed that no other photographer, amateur or professional, shall be allowed to photograph at the venue (wedding, portrait, family photography, etc.) while team of Seychas studios is working, and any breach of this agreement will constitute a reason for non-completion of the job and the amount already paid by client to the company will be forfeited. Further Company will not be responsible in any manner for any loss to the client.
11. Client accepts that all photographs will be taken and edited at the discretion of company's photographer based on the photographer's experience and artistic view. If the client has special requests than client have to inform to the event manager specifically.
12. All deliverable images as per contract will have standard image editing (including: light skin retouch, light and colour adjustments). Any extra edits requested (which is not as per agreement) by the client will extra chargeable if accepted by the company. Extra image adjustments include (change the size of the body or parts of the body, replace parts of the body from another image, change the colour of parts of the body, extra skin retouch, replace or swap background). It is also understood that unless hair and makeup is included in the contract, Photographer is not responsible to fix hair or skin, or makeup problems.
13. It is understood that photographer is not responsible to fix photos to cover parts of your body that you do not wish to be seen in the photo, unless it was confirmed with the company in writing. Further, the team of company /Photographer will be informed specifically in advance if any person or any place or any event or any places should not be captured. Unless otherwise clearly specified in advance, photographer or team, it will be deemed that all available infrastructure, all persons, and all area all atmosphere of such particular event is free to shoot.
14. The photographer(s) will be allowed one 20 minutes break at their own discretion, and bathroom breaks when necessary. Each photographer of service team will be provided a full guest meal for any photography session lasting longer than 4 hours. If no meal is provided, the

photographer(s) reserves the right to go off-site for a meal for 45 minutes. Further Client will provide proper accommodation and stay space with all basic amenities to all team members of photographic team in case of night photography and the expenses for the will be bear by client itself.

15. It is agreed that it is client's responsibility to inform the Photographer regarding change in the date and/or address of event / venue in advance by email or Phone.
16. **Photo Cooperation:** In the event that the family/guests are taking photos, company will not responsible for obstructed photos or ruined due to separate flashes going off or due to any other behavior from guests. Photography is not responsible for obstructed or ruined photos due to activities by other vendors and venue staff.
17. Client will not force to the photographer during the service to do such additional or such supplementary work which is not as per agreement. If the client wants additional or want to change original agreement then such request will be considered by event manager and will decide as per his / her discretion with such conditions as he / she think fit.
18. All communication with the company will be made in email or any other written method.
19. **Payment :** The payment of services will be made in following three installments –
 - a) Forty percent (40%) of aggregate fee of services will be paid at the time of booking / agreement of services.
 - b) Thirty percent (30%) of aggregate fee of the service will be paid just before the starting of services. In any case, photographic work will not start in any manner if the client fails to pay seventy percent (70%) of aggregate fee of services before starting of photography. If the client fails to pay total seventy percent (70%) of total service fee before starting of service, then company will has right to cancel the agreement and all earlier payment by client to company, will be forfeited.
 - c) Remaining thirty percent (30%) of total fee of services will be paid at the time of delivery of photographic material like – videos, pictures, images, album etc. If the client fail to pay this remaining thirty percent amount then company has reserved the right to not give the photographic material to the client and all earlier payment made by client, will be forfeited by the company and the client will lose the complete right of photographic material and already paid amount.
 - d) All payment (under SN-19) will be made only to company only. If the client is paid to any staff or any officer instead of company then such amount will be considered as personal payment to staff and the company will not consider this payment for SN-19(a), (b) & (c) calculation purpose. All payment to company will be made in company's bank account only.

20. **Grievance** : If any one has any complain then follow following channel

- a) Before moving to any court or any Government authority, complaint will first inform to the company as per point no -20(c),(d),(e) and if the grievance redressal mechanism of company will fail to resolve the issue then client will have right to move the jurisdictional court.
- b) For all types of complains / disputes, district Rampur-244901, UP, India will be the jurisdiction.
- c) Contact to event manager in case of any complains during rendering the photographic services. The event manager will be liable to entertain & resolve the complains immediately if the disposal of complain is essential for rendering the services at that time.
- d) If the client's complain other than 20(c), than the client will have to inform to the company and the company will address the within 3 days.
- e) Company respects the individual rights of every one and hence company has zero tolerance policy regarding morality, dignity, gender biasness or any unethical issue. If there is any violation of rights, same must be communicating to the company.

Complain & grievance authority of the company as under -

Email :- seychas.co@gmail.com

Phone: - +91-9711050275

21. All other matter which are not mentioned here, are under the reserved right of Seychas Studios.