



PHOTOBARD®

TERMS AND CONDITIONS

In the following terms & conditions 'the artist' shall mean Diogo Duarte trading as Diogo Duarte Image Maker. 'The client(s)' shall be those persons signing at the bottom of this document who are purchasing a PhotoBard® portrait. 'Images' means any digital photographic files produced as a result of the PhotoBard® 'package', whilst 'artwork' means printed and framed images. The client(s) cannot vary these terms and conditions in any way unless the artist expressly agrees such conditions in writing. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

The Process

Please note the below process is an example of a 'standard' PhotoBard® portrait(s) and is not meant to be prescriptive. As the artist always works bespoke, the process can be altered to accommodate the client(s)' requirements.

1. Free Consultation

The most important thing during the private, free consultation is for the artist and the client(s) to get to know each other and for the client(s) to understand how PhotoBard® works. This can be done in person or online (via Skype or Facetime) if the client(s) is not based in London.

If the client(s) decides to go ahead, the budget the client(s) has available for the bespoke portrait will be discussed. A deposit payment will be required at this point (see 'Deposit' section below).

2. Understanding your story

A follow-up meeting (or meetings if necessary) will be arranged so that the artist can get to understand the client(s) story and why the client(s) wants to have their portrait taken. This will fuel the creative concept behind the photoshoot. These meetings will be 100% confidential, from beginning to end.

3. Concept Development

The artist will develop two fully costed concepts and photoshoot ideas based on the conversations and within the agreed budget.

4. Proposal meeting

At this meeting the artist will present his ideas and he will talk through the different concepts the client(s) can choose from, which can be adapted to meet the client(s) own likes and taste as he always works collaboratively. At this point, the remaining balance will be required to be paid minus any printing and framing costs which will be agreed once the client(s) has seen the final image(s).

5. Planning

Now that creative direction has been decided, it's time to go ahead. The artist will project manage the client(s) photoshoot and be responsible for arranging everything that is required for it.

6. Photoshoot

7. Post-production

Post-production has a turnaround time of two weeks. Once the portrait is finalised, the artist will meet with the client(s) so he present the final image(s) and decide on printing and framing options, if required.

8. Delivery

In three-five weeks from the day of the photoshoot, the client(s) will receive their beautifully printed and framed (if applicable) portrait.

Deposit

A deposit of £528 secures the time and services of the artist to develop two fully costed and researched concepts as well as presenting these to the client(s). This fee is non-refundable or transferable in the event of cancellation by the client, it being the agreed loss suffered by the artist due to cancellation. The deposit is due after the free consultation and before any concept development takes place.

The deposit fee is redeemable off the total value of the client(s)' PhotoBard® package.

Payments

Payments can be made via bank transfer or PayPal to contact@diogo-duarte.com as per instructions in the invoice sent to the client(s). Following payment of the deposit, balance of any fees due are to be paid in advance and thus before the project management of the photoshoot takes place. Printing and framing will require a separate invoice after the photoshoot takes place which must be paid for in full before the image(s) are printed and framed.

Refunds

All fees are non-refundable.

Display

The artist will not display any images or artworks of the client(s)' PhotoBard® package in his studio, web site, social media accounts, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows, unless the client(s) give him written permission to do so.

Confidentiality

The artist will not discuss, disclose, copy, share, distribute or otherwise make available to any other persons or organisations, any and all information of the client(s), including but not limited to names, addresses, email addresses, phone numbers, client information, employment history, personal life details, etc. The client(s)'s image(s) and artwork(s) will not be seen by anyone other than by the artist, the digital artist (if applicable) and the Photography lab printing and framing it. The client(s) should refrain from including sensitive information in email conversations with the artist, including in the website's booking form located in www.diogo-duarte.com/photobard, as email and website security cannot be guaranteed.

Images & Artworks

Digital copies of the final image(s) will be given to the client(s) and will not exceed 2500 pixels on the longest side.

Copyright

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright, Design and Patents Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of the artist in writing.

Limitation of Liability

The liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

Production Timescales

PhotoBard® is a completely bespoke package that is project managed by the artist. As external individuals and organisations may be involved in the production of the client(s) image(s) and artwork(s) (e.g. photography studios, prop and costume hire departments, makeup artists, hairdressers, fashion designers, etc), the actual day of the photoshoot might have to be changed to accommodate the logistics of executing the client(s)'s image. Turnaround times are tentatively of two weeks for post production, and three to five weeks for delivery of images and artwork(s). The artist will make every effort to execute and deliver the PhotoBard® package to the client in the agreed timescales but the artist is not liable for delays caused by external individuals or organisations.

Cancellation

The client(s) may cancel this contract at any time by giving written notice to the artist but in doing so shall forfeit any monies paid. All cancellations must be in writing and addressed to contact@diogo-duarte.com. If the artist cancels this contract he shall return all monies paid by the client.

Delivery

The artist will deliver the final artwork(s) to the client(s) according to their specifications. If any issue is experienced with delivery, the client(s) should contact the artist as soon as possible at contact@diogo-duarte.com.

Complaints

Any complaints should first be raised by the client(s) with the artist in writing within 21 days from the date of receipt of images. The artist will respond to the complaint within 48 hours and will make every effort to ensure the complaint is resolved to the client's satisfaction.

Governing Law

This agreement shall be governed in accordance with the laws of England and Wales.

The terms of this contract are accepted by the client(s)...

Name:

Address:

Date:

Signature:

...and the artist, on behalf of Diogo Duarte Image Maker:

Name:

Address: Diogo Duarte Image Maker, 90 Paul Street, London, UK EC2A 4NE

Date:

Signature :

Updated: 30th January 2020