

D KUCHAI MOMENT

TERMS AND CONDITIONS

When you purchase a session, you are agreeing to the following terms:

A. Session Fees

Client agrees to pay the photographer/videographer a retainer at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. The balance is due at the time of the session. The session fee covers the time and talent of the photographer/videographer, basic retouching and creative editing of images/video's, as determined by the photographer/videographer, and images/video's (amount depending on session) to be stored. Additional editing is available at additional expense to be determined by the photographer/videographer. Additional prints or digital images may be available for purchase.

B. Location Costs & Fees

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer/videographer will not guarantee or arrange payment on any location. The fee covers travel within 30 minutes of the city. Any location outside of these limits will be subject to an additional charge of RM30/mile as part of the agreement.

C. Rescheduling

If an illness or situation prevents a photo session from taking place, the client may reschedule their session at least 24 hours prior to their shoot without penalty. Should the client fail to give 24 hours notice, or decide to completely cancel the shoot, this session fee is forfeited and will not be refunded. D Kuchai Moment reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control And Client must be discuss with Us before select the new date to prevent crash date with other client. D Kuchai Moment will not take a responsibility if the selected new date crash with another client.



D. Re-shoots / Refunds

Re-shoots are determined at the discretion of the photographer/videographer. Re-shoots and refunds will not be given for poor choices of clothing, make-up, hair or weather-related issues, or by not following the recommendations of the photographer/videographer.

E. Copyright & Reproductions

The Photographer/Videographer owns the copyright to all images created during the Session and shall have the exclusive right to make reproductions. The Photographer/Videographer maintains the right to make reproductions for the Client or for the Photographer's/Videographer's portfolio, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's/Videographer's studio.

F. Photographer/Videographer

The Photographer/Videographer may substitute another photographer/Videographer to take the photographs/Videography in the event of Photographer's/Videographer's illness or personal crisis. In the event of such substitution, Photographer/Videographer warrants that the photographer/Videographer taking the photographs/Videography shall be a competent professional.



G. LIMIT OF LIABILITY

In the unlikely event that the Photographer/Videographer cannot perform this Agreement due to a medical or natural emergency, or other cause beyond the control of the Photographer/Videographer, then the Photographer/Videographer shall return the deposit to the Client but shall have no further liability 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 Photographer/Videographer. In the event the Photographer/Videographer fails to perform for any other reason, the Photographer/Videographer shall not be liable for any amount in excess of the retail value of the Client's order.

H. Inherent Qualities

Client is aware that colour dyes in photographs and photography products may fade or discolour over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities .

I. Artistic Style

Client acknowledges that she/he has viewed examples of previous work and is satisfied with the overall style of photography/Videography that is presented. Client understands that differences in locations, subjects and lighting allow for variations in the final outcome of the Session. There is no knowing what photos/video will be produced from this endeavour simply because this is an event in the future. Photographer/Videographer reserves the right to artistically interpret how to photograph/Videography a scene. This may mean that some shots are colour and some may be black and white .



J. Cooperation & Physical Liability

- All parties agree to cheerful cooperation and communication for the best possible result within the definition of this Assignment. Photographer/Videography is not responsible for missed images due to any individual's failure to appear or cooperate during the Assignment. If there is any threat to the Photographer/Videographer or their equipment by any subject, Photographer/Videographer reserves the right to end coverage immediately with no further liability to finish the Assignment, with no refunds given. Additionally, Client is responsible for their own conduct and the conduct of all participants in the Session. Any damage to equipment or studio components caused by the Client are the sole financial responsibility of the Client. Client agrees to hold Photographer/Videographer harmless for any injuries or damages sustained preceding, during, and immediately following the Assignment.
- It is client's responsibility to take care of the children; Forever Yours Photography will not accept any responsibility due to any accident to children or damage to public or private properties during the photo/video shooting or consultation session

K. Entire Agreement

This agreement contains the entire understanding between D Kuchai Moment and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing and signed by all parties involved .



L. Payment Terms:

- Our payment terms are strictly net 60 days (Two Month) unless agreed in advance and in writing;
- A non-refundable booking fee of 50% will confirm your booking, as well as full acceptance of the terms and conditions as published on the D Kuchai Moment website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.
- If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 60 days from the issue date, and that D Kuchai Moment may consider these invoices as overdue when pursuing legal action for the recovery of said debts And Client will be made on Ctos blacklist.
- Titles to all goods remains with the photographer/videographer until paid for in full by the client(s) .

M. PERSONAL ACCIDENT

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

Terms And Condition Applied



Director / Founder Of :
D Kuchai Moment

This Is Computer Generated No Signature Required

