

LAPLACE Co. Ltd. Terms & Conditions for Photography Products
(for overseas customers)

Article 1: General Provisions

The goal of this contract is to strengthen the mutual trust between the customer and LAPLACE Co., and to hold smooth transactions of the photography products (hereinafter "the products") the company offers. Items not covered in the contract are subject to laws and ordinances and/or generally established customs.

Article 2: Concerning Contract Applications

1. For customers who wish to apply, the designated fields of the designated application (hereinafter "the application") must be filled out and, along with the photography fee specified by the company, be submitted to the company.
2. The photography fee as stated in paragraph 1 is subject to the deduction of a cancellation fee or fee for a breach of contract.
3. If there is anything you specifically wish not to have photographed, please state them when completing the contract application. In this case, we will keep our activities within your requested range within reason.
4. In accordance with the preceding paragraph, the expenses for all special arrangements the customer has requested will become the responsibility of the customer.
5. After reserving, if the application and the photography fee cannot be confirmed as having been received within 10 days of the issuance of the invoice, the reservation will be cancelled.

Article 3: Concerning Reservations

We only accept reservations for photography contracts over e-mail. Even after you have sent us an e-mail, your reservation remains incomplete until we state that we have accepted it, and have received the submission of the application and the photography fee at our company.

Article 4: About Declination of Contract Continuation

In the following cases listed, our company will not continue to provide any photography products.

1. When the customer causes trouble to other customers, or the landholder or residents, etc., of the photograph location, or when there is a danger of the smooth taking of photographs on the day of or thereafter will be inhibited.

2. When it can be confirmed that the customer is a member of a crime syndicate, an associate member of a crime syndicate, affiliated with a crime syndicate, or a company affiliated with a crime syndicate or racketeering agency etc., or other anti-social forces.
3. When the customer makes violent or otherwise unreasonable demands from our company, uses threatening speech and actions, or uses violence, or the equivalent actions.
4. When the customer spreads rumors, uses fraudulent means or intimidation which damage the reputation of our company or actions which disrupt the operations of the company, or the equivalent actions.

Article 5 Concerning Changes in the Contract

In the event of a natural disaster, the outbreak of war, riots, suspensions of transportation, lodging, or other travel services, or directives from the government, and in inevitable cases, for the safety of the customer and for smooth implementation, the contents of the photography services are subject to change, given advance explanation of the reasons in a prompt manner to the customer. However, depending on the nature of the emergency, it may be inevitable for the explanation to be conducted after the changes take place.

Article 6: Concerning Contract Cancellations

The customer may at any point, after paying the cancellation fee specified in Article 8 to our company, cancel the photography contract.

In the following cases listed, regardless of the preceding paragraph, before photography commences, the customer may cancel photography without paying the cancellation fee.

1. In the event of a natural disaster, the outbreak of war, riots, suspensions of transportation, lodging, or other travel services, or directives from the government, if the assurance of the safety of the customer or smooth operation is not possible, or it is highly likely to not be possible.

(The Company's Right to Cancel)

In the following cases listed, providing an explanation of the reasons to the customer, the photography contract may be cancelled.

1. In the case where it is determined the customer is or may be performing acts contrary to public order or morality, or law.
2. In the case where it is determined that a part or all of the photography will not be possible due to the worsening of weather conditions, etc.
3. When the customer is ill, when the necessary caregivers are not present or for other reasons when it can be confirmed that photography cannot be conducted.

4. When the customer causes trouble to other customers, or the landholder or residents, etc., of the photograph location, or when there is a danger of the smooth taking of photographs on the day of or thereafter will be inhibited.
5. When the customer makes demands that go beyond the logical scope of the contents of the contract.
6. In the event of a natural disaster, the outbreak of war, riots, suspensions of transportation, lodging, or other travel services, or directives from the government, if the assurance of the safety of the customer or smooth operation is not possible, or it is highly likely to not be possible.

In the event we must cancel the contract, a cancellation/changing fee will apply. The company will claim no responsibility, nor compensate for any damages caused from cancellations by the customer. Furthermore, in cases where it is determined that a part or all of the photography will not be possible due to the worsening of weather conditions, etc., the contract will be cancelled at the discretion of the organizer. In this case the portion of photography which cannot be taken is subject to be refunded.

Article 7: Concerning Response to Weather Conditions

At the discretion of the organizer on the day of, in the event that photography at beach locations or other on-location outdoor photography is not possible due to weather conditions, the portion of the content concerned with the shoot will be calculated and refunded.

During light rain or cloudy weather, photography will be carried out.

Article 8: Concerning Cancellation Fees

The following cancellation fees apply for the following periods of time when the customer cancels or changes the date on which photography will be carried out.

1. From the time of application to 15 days prior to shooting
Cancellation Fee . . . 30% of the photography fee
2. 14 to 8 days prior to the day of shooting
Cancellation Fee . . . 50% of the photography fee
3. 7 to 2 days prior to the day of shooting
Cancellation Fee . . . 70% of the photography fee
4. One day prior or the on the day of shooting
Cancellation Fee . . . 100% of the photography fee

Article 9: Concerning Photography Materials

The handling of photography-related materials, etc., such as lighting, video, pictures, etc., is limited to the designated employees of our company.

Article 10: Concerning Accidents, Theft and Damages at the Photography Shoot

We must refuse to handle any items of high expense, including cash and valuables, etc. In the unlikely event that an accident or theft occurs at the photography shoot while under the supervision of the customer, our company claims no responsibility.

Article 11: About Photography Shoots

In order to offer a comfortable atmosphere and space for the customer, location facilities, furniture, and furnishings, etc., are subject to decoration and changes. We are terribly sorry for the inconvenience, but due to weather or environmental conditions on the day of, the designs seen when making the contract and the designs on the day of shooting are subject to differ, and we ask for your kind understanding. In addition, in the event of any damages, either accidental or intentional, occurring to the location facilities, furnishings or costumes, etc., the amount in damages or a damage compensation fee may be charged.

Article 12: Concerning Personal Information

1. The information provided such as the name and address of the customer, etc., (hereinafter known as "personal information") will not be used for purposes other than for the improvement of company operations, the disclosure of company information, contacting or instruction, excluding when receiving legally obligatory requests for disclosure. In addition, the results of statistical process may be provided if necessary to third parties, but not in a format in which persons can be identified.
2. In order to prevent misappropriation of personal information by third parties, it is strictly managed within a reasonably limited range. In the event the information is incorrect it is promptly amended or deleted.

Article 13 Concerning Disclaimers

For the following specified reasons, the company and the customer both may be freed from obligation.

1. In the event of a natural disaster, fire or for another reason in which neither the customer nor the company can be found to be imputable, when all or part of the photography location is destroyed or damaged and cannot be used. In addition, in the event it is judged by the company that smooth operations cannot take place.

2. In accordance with the enforcement of laws or ordinances, from the exercise of public authority, or from instruction, etc., from the concerned government agencies, which lead to the expropriation of the photography location, its demolition, or the prohibition of its use, etc. (with the exception of when it is evident that our company is in error)

Article 14: Concerning Prohibited Items

We prohibit the actions specified below.

1. Bringing in food or drink
2. Bringing in combustible or flammable materials, or knives or other dangerous articles
3. Bringing in items which generate foul smells
4. Actions regarded as dangerous
5. The moving, damage, sully, or taking away of equipment or furnishings, etc.
6. The employment of our company if it is determined the customer is affiliated with antisocial groups (organized crime, motorcycle gangs, or radical special interest groups, etc.), or when the customer becomes a member of such a group.
7. In addition to the above, other actions prohibited by law or actions contrary to public order or morality

Article 15: Concerning Product Completion

The product we provide to the customer is an original production of the best efforts of our company, edited in accordance with the photography standards of our company. In the unlikely event there is dissatisfaction with the state of the completed product, both parties will cooperate to handle the situation, but if for subjective reasons there is dissatisfaction, refunds etc., of fees will not be conducted, and we ask for your understanding in advance.

Article 16: Concerning Disputes

In the unlikely event that a dispute occurs, both parties will act in good faith and cooperate to resolve the situation.