



## TERMS & CONDITIONS

### PAYMENT ARRANGEMENT:

A reservation fee is required to book your portrait session date and the remaining balance of your portrait fee is due on the day of your portrait session. Digital files are not included in the portrait session fee with the exception of Headshots and Personal Branding sessions.

The reservation fee is to secure the photographers time and is therefore non-refundable. In the event of a cancellation or postponement of the portrait session by the client, the reservation fee will be transferred to a new session date. Cancellations outside of emergencies should be made no less than 48 hours prior to the agreed time and date. Your session will be reschedule on an agreed date at the earliest time possible, with no additional charge.

Vouchers are non-refundable and non-exchangeable.

### SESSION IMAGES:

The taking of photographs during the photo session by anyone other than the photographer is not permitted.

Digital files are edited on a colour calibrated monitor which is in line with our professional printer labs profiles. The photographer cannot be held liable for colour and quality issues with clients own print lab if digital files are purchased.

The photographer retains the right to edit the photographs as she sees fit based on experience and expertise and to omit any image(s) that do not meet her standards.

Your final images will be ready within 3-6 weeks of your session date and you will be invited back to view your images for ordering. Print order fees will be due at the time of ordering unless mutually agreed.

### COOPERATION/NO SHOWS:

The photographer cannot be held responsible for the willingness of a child/children to participate nor is the photographer to be held responsible if a client and/or part of a group fail to appear for the portrait session, or for missed images. If the client and/or members of the group fail to appear to the scheduled portrait session, the reservation fee is non-refundable. If the client is late for the scheduled appointment the session will be reduced by the amount of time that the client is late. The photographer will only schedule a reshoot where she sees fit.

### DIGITAL NEGATIVES, PRINTS & COPYRIGHT:

The photographer retains the full copyright to all images produced for purposes of showing the photographer's work thorough areas such as website, blog, portfolio, display in the studio and marketing materials unless otherwise stipulated by the client. Images may be used for qualification or award submissions.

It is a violation of copyright laws to copy, scan or produce a print of any of the images unless the relevant print release has been provided by the photographer. Furthermore, all photographic products purchased must remain in original form they were given and may not be scanned or otherwise reproduced or altered in any way. The Photographer retains these rights even if a copy of the digital files are turned over to the Client.

The client may print (on their own) their personal photographs with the written consent of the photographer only once in possession of the digital images. The photographer may agree to grant digital image rights to the client with a non-exclusive, limited, perpetual license.

This license allows the client to do the following with the images:

1. Display the images
2. Print the images
3. Upload, email, or electronically transfer the images or files, and,
4. Publish the images on personal websites or social media websites

The negatives/RAW digital files remain sole property of the photographer and will never be given or sold.

#### LIMIT OF LIABILITY:

The photographer takes the utmost care with respect to the exposure and retouching of digital captures. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond photographer's control, the photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost.

In the unlikely event that the photographer is injured or becomes too ill to attend the portrait session, the photographer will make every effort to reschedule to the earliest possible date. In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance, 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.

#### IMAGE STORAGE:

Only images ordered will be kept on file. Images are stored for 12 months after which time they are deleted permanently.

#### RETOUCHING, CONVERSIONS AND DIGITAL FILES:

Standard retouching is included in the session fee. Standard retouching includes light blemish, bruises and scratch removal. Lessing of scars or mild acne. Skin may be smoothed to look soft. Not included is complex retouching. Please inquire for costs on complex retouching. The photographer has the right to refuse any requested edits to the images.