

Terms and Conditions

A non-refundable retainer (that shall be applied toward the total fee for the Services), as outlined in contract is due upon execution of this agreement, at which time the Photographer commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events). There is a 10 day cooling off period to protect clients, during which they can claim a full refund.

The Client agrees that this retainer is earned by the Photographer when paid, and is remitted in consideration of the experience, reputation, skill of the Photographer, and in consideration of the inability of the Photographer to schedule other clients during this time.

This deposit is a non-refundable retainer, should the Client cancel the session. It is transferable to another date, provided that notice of 10 days is given to the Photographer.

Payments of the balances due for the Services shall be made no later than the payment schedule stated on last page of the contract.

In the event that Client fails to remit payment as specified, Photographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned retainer), or to attend the session.

COOPERATION

The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; pre-shoot consultations; etc. Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation.

IMAGE USE & COPYRIGHTS:

The photographs produced by the “Photographer” are protected by Copyright Law and may not be reproduced in any manner without the Photographer” explicitly written permission. The photographer retains copyright to the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the client pays, for personal use only. A print release will be provided to the Client, with which the Client may make prints for personal use and sharing, as well as use for their personal blogs and social networks. Photographs shall be delivered to the Client via digital download. The Client is prohibited from further editing of images in any form. The Client is also prohibited from using photos in contests without written consent from the “Photographer”. Client may not, for any reason, sell their images to any third party.

IMAGE DELIVERY

Digital files are given as full-resolution JPEG files, via a private online gallery. The files come with a print release, and are recommended to be printed through the “Photographer” chosen lab via the Client's gallery. Photos, albums and wall art purchased through the Photographer” are 100% guaranteed for accuracy and quality. If the Client chooses to print through any labs other than through the photographer, the “Photographer” holds no responsibility for the quality of the photographs produced.

MODEL RELEASE

The Client & Subject hereby grant to the “Photographer” and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same; and to copyright the same. The Client hereby releases the “Photographer” and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY

In the unlikely event that the Photographer is injured or becomes too ill, or has an extreme emergency that prevents him or her from photographing the event, the Photographer will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package or session purchased.

SHOOTING TIME

The Client agrees that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting time commences at the scheduled start time. Any Client that is late arriving to the photography session will have the amount of time late deducted from the time allotted for the session. Clients shall not be compensated for the time deducted from the event due to late arrival of the Client.

LOCATION PERMITS & FEES

Clients are responsible for any applicable location fees and permits, as well as any location expenses such as parking or admittance fees. If there are any costs/fees associated with the session location, you, the client, will be responsible for all fees for both Client & Photographer.

RESCHEDULING

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least 48 hours prior to their shoot without penalty. Should client fail to give 48 hours notice, or decide to completely cancel the shoot, the non-refundable deposit is forfeited and

Terms and Conditions

will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

JURISDICTION

This Agreement shall be governed by the laws of the South Australia, notwithstanding its conflicts of laws provisions.