

THE CONTRACT

1. Booking and Payment

1.1 To secure a mini session booking, 100% of the session fee must be paid upfront at the time of booking. Payment confirms and reserves the client's selected time slot.

1.2 Payments must be made via bank transfer using the payment details provided by the photographer. The booking is only confirmed once payment has been received.

1.3 Mini session bookings are for a fixed date and time. Requests to change time slots may be considered subject to availability and are not guaranteed.

2. Additional Costs

2.1 The mini session package includes 15 professionally edited digital images delivered via an online gallery.

2.2 Clients may have the option to purchase additional images from their gallery for an additional fee.

2.3 Any additional requests outside the agreed package may incur extra charges and will be discussed between the photographer and client before confirmation.

3. Cancellations and Rescheduling

3.1 Cancellations made within 7 days of the session may result in the full booking fee being retained where the Photographer is unable to refill the time slot and the amount reflects the Photographer's reasonable financial loss.

3.2 Mini sessions are booked for a fixed date and time. Requests to change time slots may be considered subject to availability, but transfers to another date are not guaranteed.

3.3 If the Client does not attend their scheduled session without prior notice, the booking will be considered cancelled and the Photographer may retain an amount reflecting the financial loss caused by the non-attendance.

3.4 In the unlikely event that the Photographer cannot attend due to illness, emergency, or other unforeseen circumstances, the following options may be offered:

- A suitable professional substitute may be arranged, subject to the Client's agreement.
- If the agreed photography service cannot be provided, the Client will receive a full refund of their session fee.

4. Client Obligations

4.1 The client is responsible for arriving at least 10 minutes before their scheduled session time and being fully ready to begin at the start of the booking.

4.2 Each mini session lasts 20 minutes and is scheduled at a specific time slot as part of a structured schedule.

4.3 If the client arrives late, the session will still end at the originally scheduled time in order to avoid impacting other clients booked that day. Late arrival will result in a reduced session time.

4.4 The photographer is not responsible for missed shots due to factors outside their control including but not limited to weather, lighting conditions, or location restrictions.

4.5 The photographer is also not responsible for missed shots resulting from the client arriving late or failing to meet the obligations outlined in this agreement.

4.6 Due to the back to back scheduling of mini sessions, session times cannot be extended and the client will be asked to come off site to enable space for the next client.

4.7 The Photographer will make every reasonable effort to create a relaxed and enjoyable experience, particularly when photographing young children.

4.8 The Client understands that children may become upset, cry, feel uncomfortable, or refuse to cooperate during the session.

4.9 The Photographer cannot guarantee specific poses, smiles, expressions, or photographs if a child is unwilling or unable to participate.

4.10 The Photographer is not responsible for missed or unexpected photographs resulting from a child's lack of cooperation, provided reasonable efforts have been made.

4.11 Due to the limited 20-minute session time, the Photographer cannot guarantee every requested photograph or family combination will be captured.

4.12 Each mini session allows a maximum of 10 people, including adults and children.

Additional guests cannot be accommodated without prior agreement from the Photographer.

5. Photographer Rights

5.1 The photographer may briefly pause shooting to adjust settings, manage equipment, such as swapping SD cards, charging batteries, or securing equipment.

5.2 These brief pauses are part of the normal workflow and are not considered a lapse in coverage.

5.3 The photographer's right to a harassment free and respectful working environment is detailed in section 11.3 of this agreement.

6. Editing & Image Selection

6.1 After the session, the Photographer will select and edit the photos to deliver. The mini session package includes 15 professionally edited images.

6.2 The Photographer controls all culling, editing, and stylistic choices including colour and lighting adjustments.

6.3 By signing this contract, the client confirms they understand and accept the photographer's editing style.

6.4 Clients should review the Photographer's social media and website to understand the expected style.

6.5 Clients agree not to apply filters to images posted on social media in order to preserve the Photographer's creative vision.

6.6 Under no circumstances will the Photographer deliver RAW photo files. All digital images will be delivered in JPEG format.

6.7 Images will be delivered within 1 week from the session date. Delivery times may vary slightly depending on editing workload.

6.8 The Client's online gallery will remain available for 2 months from the date of delivery.

6.9 The Client is responsible for downloading and backing up their images before the gallery expires. The Photographer is not obligated to retain or restore galleries after this period.

7. Usage Rights and Copyright

7.1 The photographer retains the copyright of all images. The client is granted a license to use the images for personal use only.

7.2 The client may share images on social media or print copies for personal use but may not sell, license, or modify the images without the photographer's permission.

7.3 The photographer may use the images for promotional purposes including social media, portfolios, and marketing materials.

7.4 The client is encouraged to tag the Photographer on social media when sharing images, however this is not required.

7.5 Clients may request that photographs of their children are not shared publicly or that their children's faces are hidden or obscured in any images used for promotional purposes. The Photographer will respect these preferences when selecting images for social media, websites, and marketing materials.

8. Limitations of Liability

8.1 The photographer's maximum financial liability is limited to a refund of the amount paid for the photography package.

8.2 The photographer is not responsible for partial or complete failure to deliver services or images caused by events beyond their control such as natural disasters, equipment failure, transport delays, or legal restrictions.

8.3 If critical moments are missed due to equipment malfunction and cannot be reshot, a partial refund or alternative compensation may be offered.

8.4 If the photographer becomes ill or injured either before or during the session and is unable to continue with the shoot, the session may be halted. If a suitable substitute photographer cannot be arranged, a full refund of the session fee will be provided.

8.5 The photographer is not liable for loss or damage to client personal property during the shoot.

8.6 Liability for loss, corruption, or damage to digital files is limited to a refund of fees for the affected service only.

8.7 The photographer is not liable for damages caused by third parties such as venue staff, guests, or other vendors.

8.8 The photographer is not responsible for long term storage of digital files after delivery. Clients are responsible for backing up their images.

9. Unforeseen Circumstances and Event Disruptions

9.1 Transportation issues delaying the photographer's arrival will be communicated promptly.

9.2 The session location allows for indoor photography only.

9.3 If the location becomes unavailable or restricted, the photographer will attempt to arrange an alternative solution where possible.

9.4 Legal or regulatory changes preventing the event may lead to cancellation and a full refund.

10. Religious Beliefs & Accommodation

10.1 The Photographer is a practising Christian. By signing this contract, the Client acknowledges this and agrees that any requests conflicting with the Photographer's beliefs may be declined.

10.2 If such conflicts arise after booking and the Photographer withdraws or limits coverage, no refunds will be given.

10.3 In case of withdrawal for belief conflicts, the Photographer may adjust photo delivery accordingly.

11. Agreement, Client Conduct & Legal

11.1 By signing this contract, the client confirms they have read, understood, and accepted this agreement.

11.2 Clients agree to the photographer's artistic decisions in capturing and editing images.

11.3 The photographer will not tolerate harassment from clients, guests, or vendors. If the photographer feels threatened or uncomfortable, they may withdraw from the session without refund.

11.4 If the client breaches this agreement, the photographer may terminate the contract and retain all payments.

11.5 This agreement is governed by the laws of England and Wales.