



Mini Session Terms & Conditions 2020

In the following terms & conditions “the Photographer” shall mean Sarah Walton trading as Sarah Walton Photography. “The Client(s)” shall be those persons using the photographic services of Sarah Walton Photography. These terms and conditions cannot be varied in any way by the Client(s) unless such conditions are expressly agreed by the Photographer in writing.

1. **Your booking:** Sessions last approximately 30 minutes and will be allocated on a first come first served basis. Bookings are limited to one family or siblings only and a maximum of 6 people per session. If you would like cousins or friends photographed together, you will need to book two consecutive time slots. Due to the posing and props used within these mini sessions, they are unsuitable for babies who cannot yet sit, fully unaided (approximately 6/7 months old plus), unless they have a parent or sibling who is able to support them throughout the session.

2. Package Fees:

(i) Package fees are non-refundable and are due in full within three days of booking, or at least 24 hours before the date of the session if booked with less than 5 days’ notice. Full payment of the package fee secures the session date & time. No session is confirmed until a booking fee has been received and our contract completed.

(ii) Mini Session package Fee £99. This fee includes 3 high resolution digital images, 3 matching 9x6 inch prints of your chosen digital images and a Facebook timeline cover image.

(iii) Upgrading your package: Further digital images, prints and/or products can be purchased at your viewing appointment. Payment for additional items is due immediately upon placing an order. Once digital images and/or products are ordered, all sales are final and cannot be cancelled due to their bespoke nature. Orders cannot be processed until full payment has been received. No part of any order, including digital images, will be delivered until the balance has been paid in full. Please note that no items may be swapped or substituted in this package, but upgrades to packages may be available.

3. **Viewing your images:** Your face to face viewing and ordering appointment will be booked with you at the end of your session and will take place in my studio in Steeton, West Yorkshire, approximately 2 to 3 weeks after the date of your session. This is when you will see your photographs, choose your favourite images and place your order.

4. **Image Selection:** The final collection of images presented to the Client will not contain all images shot on the day, as the Photographer will carefully make their selection to remove blinks, missed expressions, duplicates, incorrect exposure and any other images considered not appropriate to the coverage. The Photographer's decision regarding inclusion of images in the edited collection is final. The Client can expect to see 15 to 20 images in their finished gallery.

5. Orders:

(i) All orders are placed at your viewing appointment and payment for an order is due immediately. Payment is accepted in cash, by card or bank transfer. We also offer a simple payment plan option, please enquire for details. The Client should be aware that should they not make their image selection/place their order at their first viewing appointment then a fee of £50 will become payable in order to schedule a further viewing appointment. Please note that no items may be swapped or substituted in our packages, but upgrades to packages may be available.

(ii) Once digital images and/or products are ordered, all sales are final and cannot be cancelled or altered due to their bespoke nature. The same applies to digital images. The Photographer cannot

begin design work or processing orders until full payment has been received. No part of any order, including digital images, will be delivered until the order balance has been paid in full.

(iii) **Delivery of orders:** Sarah Walton Photography will endeavour to have all orders completed and ready for collection within 28 days from the date the Client completes payment of their order in full. Where an order contains an album, then this 28 day period shall begin at the time the Client approves their album proof. The Photographer will do their best to complete all orders within this time frame, but cannot be held responsible for delayed completion of orders due to delays with third parties, including delays with printing/assembly of products by professional printing labs and/or delays with receiving orders in the post/via couriers and/or receiving faulty or damaged goods from labs or couriers which results in the need for replacement products to be ordered. The Photographer also cannot be held responsible for delays in delivery due to adverse weather conditions. All orders will initially be received by the Photographer to allow them to check the completeness and quality of the Client's order, at which point the Photographer will contact the Client to agree on a suitable collection date/time. The Photographer will keep the Client informed if there are to be any delays regarding the completion or collection date of their order.

(iii) **Printed Images and or products:** The Client is aware that colour dyes in photographic printing may fade or discolour over time due to the inherent qualities of dyes, and the Client releases the Photographer from any liability for any claims whatsoever based upon fading or discolouration due to such inherent qualities. The Client is responsible for protecting and caring for his/her printed and/or digital products. Sarah Walton Photography is not responsible for any damaged products, caused by the Client or otherwise, after successful delivery of acceptable quality products to the Client. The Client must sign a collection form on receipt of their order, which states that their order has been received in full and that they are happy with the quality and condition in which they have received it in.

(iiii) **Digital Images:** Digital images purchased will be delivered via web-based digital download, within 2 weeks of placing your order. Digital images delivered via a download link will be sent to the email address given at the time of booking. You are responsible for checking receipt of this email, including in junk and/or spam folders. Download links are active for a period of 7 days', after which time they will automatically expire. Digital images will be delivered in both high resolution and web size. Please use the provided web size images when sharing your images online and acknowledge Sarah Walton Photography as the creator of the work. If the Client loses or damages his or her digital images, Sarah Walton Photography will not be liable for such loss or damage and will not replace lost or damaged files without a charge being made. It is highly recommended, by the Photographer, that clients immediately back-up any digital files on an external drive or via online cloud storage. Digital images purchased by the Client remain the property of Sarah Walton Photography and may not be altered in any way, shape or form, including but not limited to; editing the overall style of image, colour/contrast/exposure changes, cropping portions of the images (including cropping out watermarks), adding filters, adding objects/persons/graphics and deleting objects/persons/graphics. Doing so without prior written permission from the Photographer contravenes The Copyright, Designs and Patents Act 1988, under which these digital and printed images are protected. Digital images purchased by the Client may not be resold. Violators of this Law will be subject to its civil and criminal penalties.

6. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce negatives, digital images and/or printed photographs without Sarah Walton Photography's permission, in the form of a Print Release or license. The Client must not copy images whether they have purchased them or not. Copying includes scanning, screenshotting or printing images from the Photographer's website, Facebook page, Pixieset gallery or from other online sources or printed materials (including copying/scanning purchased prints) as this contravenes The Copyright, Designs and Patents Act 1988 and is considered stealing, regardless of the intent of use. Violators of this Law will be subject to a fine of £100 per image where Copyright has been breached. The Client/s will be provided with a print release alongside their

purchased digital images, outlining that they may print copies or have copies of their digital images printed by a third party and may use their digital images on their personal social media accounts. No one other than the Photographer is permitted to edit any of the digital images purchased by you unless the Photographer grants permission. This includes cropping out my logo, applying 'filters' over the images, making changes to colours and crops or adding/removing subjects/graphics. Under no circumstances can a client use these images for profit, commercial endeavours, in competitions, or for professional display, unless an "all rights" license has been purchased. Please enquire for details. Sarah Walton Photography retains Copyright on all images and reserves the right to use these images and/or reproductions for promotion, advertising, display, publication (printed or online), social media promotion, websites or any other purpose such as competition entry. The Client will be asked to give their consent for use at the bottom of this contract. By signing this contract the Client warrants that he or she has authority to agree to the use of the likeness of all persons included in the portrait session in this manner. If the Client wishes to withdraw their consent for use of their images for any of the above purposes, they must email sarahwaltonphotography@gmail.com to notify us that they would like to withdraw their consent.

7. Purchased Images: Unedited or RAW image files will under no circumstances be provided to the Client.

8. Creative License: Sarah Walton Photography shall be granted creative and artistic license in relation to the choice of location and poses used. Sarah Walton Photography's judgement on photographic style and the number of photographs taken, shall be deemed correct. Due to the changes of the weather and the willingness of subjects, Sarah Walton Photography will do their best to honour requested photographs but does not undertake to guarantee any specific picture nor incorporate any specific picture nor incorporate any specific background, location or group arrangement. Sarah Walton Photography may edit images determined by her to be substandard. Such discretion is to be made by the Photographer alone and in the Photographer's absolute discretion.

9. Viewing & Printing Images: Please note that all images produced by Sarah Walton Photography have been done so with the use of colour calibrated monitors. Monitors used by the Photographer have been calibrated to meet printing standards, thus colour changes may occur when images are viewed on non-calibrated monitors. Also note that images viewed in non-professional editing programs may appear less sharp than if the same images are viewed using a professional program. Printed images will be correct in colour, sharpness and other variables that may be affected by non-calibrated monitors and non-professional programs, that is, if the printed images have been produced by a professional imaging lab. In order for printed images to meet the quality of the original digital files, they must be printed on high-quality photographic paper or on other professional photographic mediums, and done so by a professional lab. It is highly recommended that the Client orders printed images directly from Sarah Walton Photography or else a reputable, professional lab to ensure that the quality of his or her digital images is met. Sarah Walton Photography is not liable for the quality of images printed by the Client's at any imaging lab, both professional and non-professional. If the Client wishes to have their digital images printed elsewhere, on a large scale, they may ask the Photographer for a free 'file resize' service, which will ensure that the file provided for printing is of suitable quality.

10. Additional editing of images: If the Client has a request for a small change to an image, please let the Photographer know when an order is placed. The Photographer can address minor changes at no cost (fix minor blemishes, tighter crop, etc.), but more involved requests are billed at £20 per image to cover additional editing time and the possible need to outsource in depth editing. The Photographer will let you know if there will be extra charges before work is commenced. Once the requested changes are made, charges apply regardless of whether the finished image is purchased.

11. **Other cameras:** Because it can be distracting (especially to small children) and prevents the Photographer from being able to do their job effectively, other cameras and audio-visual equipment are not allowed to be used at the portrait session. The Client should not take any photographs on a mobile phone, unless they have asked the Photographer if they may do so first.

12. **Personal Accident:** Any directions issued to clients, their children or guests during a photographic session are deemed to be at said persons own risk. The photographer is not responsible for any personal accidents or injuries sustained during a photographic session. By signing this agreement you agree to take part at your/your children's own risk. The client agrees to release the photographer from any claims against their person or their business.

13. **Behaviour and cooperation:** please be aware that parents are responsible for their child or children's behaviour, health & safety at all times during the session (and viewing appointment if children are present). If any person's behaviour (including adults) falls below reasonably expected levels or causes a potential risk to safety, then the Photographer reserves the right to cancel a session immediately without notice or refund of any booking fee paid. Whilst the Photographer will do their best to achieve the best gallery of images possible, the Photographer cannot be held responsible for the noncooperation of session participants and cannot guarantee the outcome of a session where participants either refuse to take part, do not take reasonable direction or in the case of children, are upset due to tiredness/teething etc. The Photographer always recommends that babies and young children should arrive to the session not long after a nap and already fed, to limit these circumstances as much as possible. The Photographer cannot be held responsible if this advice has not been followed. Rescheduling of a session due to lack of cooperation is at the Photographer's discretion. If the Photographer feels that a full gallery of images has been achieved then no rescheduling shall be offered.

14. Sickness Policy:

(i) **Session participants:** If either you or your child or children are ill, please inform the Photographer as soon as possible. The Photographer will reschedule your session to another date within three months wherever possible. Should it not be possible to reschedule a session within three months, then the Photographer will transfer the Client's booking fee to an alternative session within a 12 month period (therefore your package fee may be transferred to another mini session date later in the year). Where an illness is contagious or involves sickness and/or diarrhoea, please observe the 48 hour free from symptoms rule. The Photographer regularly has contact with newborn babies and small children and will not go ahead with a session where a participant is ill, in order to protect other Clients and/or the Photographer from catching the illness.

(ii) **The Photographer:** If the Photographer is ill, they will inform the Client as soon as they are aware and will offer to reschedule your session within three months wherever possible. Should it not be possible to reschedule a session within three months, then the Photographer will transfer the Client's booking fee to another session within a 12 month period (therefore your package fee may be transferred to another mini session date later in the year). Should the Client not wish to transfer their package fee to another date within a 12 month period then the Photographer shall refund any booking fee paid by the Client, but shall have no further liability with respect to the contract. The Photographer will not undertake any session whilst they have an illness (that they are aware of) that might be passed on to others - this is for the safety of session participants.

15. **Photographer cancellation and limit of liability:** In the unlikely event that the Photographer is unable to perform due to fire or other casualty, strike, act of God, Force Majeure or due to the Photographer's illness or emergency or any other cause beyond the Photographer's control, then the Photographer shall transfer the booking fee to another date within three months wherever possible. If no reschedule date can be agreed upon within three months, then the Photographer shall transfer

the package fee to an alternative session type to take place within a 12 month period. If for any reason the Photographer is unable to offer another session within a 12 month period (i.e long term illness or injury) then the Photographer shall return the booking fee to the Client, but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the Photographer's part. In the event that the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the value of the Client's booking fee or order (whichever is applicable).

16. Client Cancellation: Subject to availability, the Client may transfer their booking fee to another date within three months wherever possible, should it be necessary to cancel their session due to illness or emergency. Should it not be possible for the Photographer to reschedule a session within three months, then the Photographer will transfer the Client's booking fee to an alternative session within a 12 month period (therefore your booking fee may be transferred to another mini session date later in the year). The Client must give the Photographer at least 12 hours' notice wherever possible, should they need to cancel or rearrange a session or viewing appointment. Failure to do so without significant reason will result in a late cancellation fee of £50 becoming payable in order to reschedule a session or viewing appointment. If the Client chooses to cancel their session completely after 14 days' of paying their booking fee, then the Client is aware that the booking fee will not be refunded to them, as the Photographer has already allocated and booked out the date and time for the Client's session in good faith. This period of 14 days' does not apply to sessions that are booked with less than 14 days' notice and no refunds for cancellations shall be given. As above, once images and products are ordered, all sales are final and cannot be cancelled or altered due to their bespoke nature. The Photographer cannot begin design work or processing orders until full payment has been received.

17. Arrival, Late Arrival and no show: Please arrive on time to your session or viewing appointment. The Client should try not to arrive more than 5 minutes early to their appointment, as the Photographer may still be with another client. As above, the Client must give the Photographer at least 12 hours' notice wherever possible, should they need to cancel or rearrange a session or viewing appointment. Failure to do so without significant reason will result in a late cancellation fee of £50 becoming payable in order to reschedule a session or viewing appointment. If the Client is more than 20 minutes late to their session appointment, without prior communication advising the Photographer of the Client's late arrival, then the session will be cancelled without notice or refund of any fees paid. If a Client is more than 20 minutes late or does not attend their session appointment, Sarah Walton Photography is under no obligation to offer the Client an alternative session date & time, or to offer a refund of any booking fees paid. In this circumstance, if it is agreed that the session will go ahead on another date, then a new booking fee of £50 will be charged to reschedule a session. Please message the Photographer on 07956114916 if you are running late (even a few minutes).

18. What to bring to Children's sessions: Please ensure that all children arrive to the session in clean clothes (or with a change of clean clothes if you intend to change them on arrival) and that any nail varnish and/or temporary tattoos have been removed prior to the session. Please bring a hair brush, bobbles and baby wipes with you, so these may be used if required. Please also bring snacks for your child/children, as these can be very useful to help the session run smoothly.

19. Rescheduling/Change of location: If, in the opinion of the Photographer, inclement weather or other adverse conditions may prevent a portrait session meeting the artistic standards of Sarah Walton Photography, the Photographer may elect to use an alternate location or to reschedule the session.

20. Party size: A maximum of 2 adults may accompany children during a photographic session. Please

do not bring extended family members or additional friends to the session, unless they are participating in the session itself or are supporting the participants.

21. **Charges:** The charges in this Contract are based on Sarah Walton Photography's Standard Price List. Sarah Walton Photography reserves the right to adjust this Price List periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

22. **Complaints:** If the Client should have a complaint, please direct this, by email, to; sarahwaltonphotography@gmail.com. Complaints will be responded to within 7 working days.

23. **Retention of digital images:** All purchased images from the Client's session will be kept securely on an active file for a period of six months after the viewing and ordering session, allowing the Client to order further copies in future. After such time, all edited images shall be archived and stored securely as long as practicable. This data is usually stored indefinitely for legitimate business need, including promotional and marketing usage where agreed. As per section 5(iii) above; If the Client loses or damages his or her digital images, Sarah Walton Photography will not be liable for such loss or damage and will not replace lost or damaged files without a charge being made. If the Client requests to purchase further copies of their images following their initial viewing and ordering session, Sarah Walton Photography cannot be held liable if these files have been lost, corrupted or deleted over time. It is highly recommended, by Sarah Walton Photography, that clients immediately back-up any digital files on an external drive or via online cloud storage. There may also be a fee to retrieve the Client's images from archive after the initial six month time period. Any future orders placed from this session are considered an extension of this contract and the same Terms & Conditions shall apply to all further orders.

24. **Data Protection and Privacy Policy:** In accordance with the General Data Protection Regulation, Sarah Walton Photography shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of data and information collected from the Client. All personal data acquired by Sarah Walton Photography from the Client shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of said Client. The Client's information will be held on file in order that further promotional and/or informational communications can be made by Sarah Walton Photography to the Client. The Client's data will not be passed on to third parties other than those required to complete the provision of services (such as online gallery provider Pixieset, image transfer site WeTransfer and/or professional printing labs). For further information, please see our Privacy Policy, which can be found at; <https://www.sarahwaltonphotography.co.uk/privacy-policy>.

25. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and agreed by both parties.

APPLICABLE LAW

These Terms and Conditions shall be governed and construed in accordance with the Laws of England and Wales.