



Mini Session Terms & Conditions 2019

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 only with a maximum of 4 children per session.
2. Payment: Payment of the booking fee (£99) must be made at the time of booking to secure your chosen date & time. The booking fee is non-refundable, but may be transferred to another date within one month should you need to reschedule due to illness, subject to availability. You must give the Photographer at least 24 hours’ notice of cancellation due to illness in order to reschedule your session, otherwise Sarah Walton Photography is under no obligation to offer you an alternative session date & time, or to offer you a refund of your booking fee. Rescheduling a session to another date/time is at the sole discretion of Sarah Walton Photography and cannot be guaranteed. Mini sessions can only be rescheduled once.
3. Arrival: Please arrive on time to your session. Try not to arrive more than a few minutes early as the Photographer may still be with another Client. If you are 15 minutes or more late to your appointment, your session will be cancelled without notice or refund. In this circumstance then a new booking fee of £49 will be charged to reschedule a mini session. Please message the Photographer on 07956114916 if you are running late (even a few minutes).
4. No photos please: Please do not take any photos whilst attending your mini session. Other cameras can be very distracting to small children, therefore it is not permitted to take any photos during the session, unless you have sought the Photographer's permission first.
5. Viewing Images: You will be invited to my studio in Steeton, approximately 2 weeks after the date of your session to view your gallery and select your images. This is when you will choose your favourites and place your order. Once orders are placed, payment for an order is due immediately.
5. Galleries: You can expect to see approximately 15 to 20 images in a gallery from a mini session.
6. Digital images: Digital images will be delivered to you via a download link in an email within 2 weeks of your viewing appointment. Digital images will be delivered in both high resolution and web size, allowing you to print images up to at least 20 x 16 inches in 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.
7. Upgrading your package: Further digital images, prints 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.

8. 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. 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. 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.

9. Delivery of products: Items included in the session package cannot be changed or swapped for other items. Sarah Walton Photography will fulfil product orders within 28 days of receiving payment for an order. Product orders will be ready for collection from my Studio within 28 days of receiving payment for an order. 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.

10. Print release: Sarah Walton Photography will provide the Client with a print release along with their digital files, to allow them to have these images printed by a third party.

11. 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. 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, either professional or non-professional.

12. 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.

13. Cancellation: Subject to availability, the Client may transfer their booking fee to another date within one month, should it be necessary to cancel their session due to illness or emergency. The Client must give 24 hours' notice, should they need to cancel or rearrange a session or viewing appointment. Failure to do so without significant reason may result in a late cancellation fee of £49 becoming payable in order to reschedule a session or viewing appointment. As above, once images and products are ordered, all sales are final and cannot be cancelled due to their bespoke nature. The Photographer cannot begin design work or processing orders until full payment has been received.

14. Rescheduling/Change of location; If, in the opinion of the Photographer, inclement weather or other adverse conditions may prevent a mini session meeting the artistic standards of Sarah Walton Photography, the Photographer may elect to use an alternate location or to reschedule the session. If, due to adverse weather the mini session needs to be rescheduled, the Photographer will endeavour to reschedule the mini session in the same location as the original session, within one week of the original booking. Should the Client not be available to attend the rescheduled session date/time offered, then the Client may re-book their mini session on another date (agreed by the Photographer), within one month of the original session date. In this circumstance, the Client agrees that it may not be possible to use the same location/background. If no reschedule date can be agreed upon within one month of the original session date, then Sarah Walton Photography will offer the client an alternative session type (i.e. studio based or at a later date) and the booking fee of £99 shall be used as credit towards this session instead. This offer is at the sole discretion of Sarah Walton Photography and the charges for this alternate session and all orders placed from this alternate session shall be charged at the standard price list rate and shall not be altered to meet the original mini session price.

15. 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.

16. Publicity: You will be asked to give your permission for Sarah Walton Photography to use the resulting images from your session for the promotion of our business and services. Upon booking, the Client also warrants that he or she has authority to agree to the use of the likeness of all persons included in the mini session in this manner.

17. Copyright: Sarah Walton Photography retains copyright on all images. 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, 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) 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 its civil and criminal penalties. 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. 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.

18. 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. 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.

19. Unedited or RAW image files will under no circumstances be provided to the client.

20. Creative License: Sarah Walton Photography shall be granted creative and artistic license in relation to the choice of background, props and poses used. Sarah Walton Photography's judgement on photographic style and the number of photographs taken, edited and shown to the Client, shall be deemed correct. 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, or group arrangement. Sarah Walton Photography may edit images determined to be substandard. Such discretion is to be made by the Photographer alone and in the Photographer's absolute discretion.

21. In the unlikely event that the Photographer is unable to perform due to fire or other casualty, strike, act of God, or due to the Photographer's illness or emergency or any other cause beyond the Photographer's or the Client's control, then the Photographer shall transfer the session fee to another date as agreed with the Client. If the Client does not wish for their session to be rescheduled, then Sarah Walton Photography shall return any deposit or session 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 applies.

22. 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 cannot be held responsible for any personal accidents during a photographic session. By signing this agreement you agree to take part at your/your children's own risk.

23. Photographing children; Please be aware that parents are responsible for their child or children's behaviour and health & safety at all times during the session. If any person's behaviour (including adults) falls below reasonably expected levels or causes a potential risk to safety, then Sarah Walton Photography reserves the right to cancel a session immediately without notice or refund of any booking fee paid. 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.

24. Retention of digital images; All purchased images will be kept securely on an active file for a period of six months after the Client's viewing and ordering session. After such time, these 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 6 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 the Client's files have been lost, corrupted or deleted over time. It is highly recommended, by Sarah Walton Photography, that clients immediately back-up any digital images they have purchased on an external drive or via online cloud storage. There may 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.

25. 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>.

26. 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.

27. Sarah Walton Photography reserves the right to alter these terms & conditions from time to time as seen fit.

APPLICABLE LAW

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