

## **Terms & Conditions**

#### 1.0. Session and Fees

Client agrees to pay Jayne Mapp Photography a 'Session fee' at the time of booking to secure their session date and time. This is a non-refundable retainer fee for time worked and does not include any products but can be used towards a package upgrade.

Due to the time and work put into your finished gallery a minimum spend of the base package on each session type is required on all orders.

#### 1.1. Complimentary inclusions:

As advertised (will be included in your booking information if anything is included).

### 1.2. Rescheduling & Cancellation

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, this session fee is as advised above forfeited and will not be refunded, an additional session fee will be required to rebook your session, reflecting the Photographer's lost opportunity to make bookings with other customers.

### 2.0 Digital Images

Where digital images are purchased, an unlimited reprint licence for making your own prints and photo products via your own supplier (e.g. Jessops...Photobox etc..). Please note that High Resolution Image Files will be delivered to each client electronically via a download or email, unless a USB is agreed as part of your package.

# Please Note that Jayne Mapp Photography does not guarantee the quality or colour matching of any prints or products ordered through third parties

### 3.0 Fulfilment of Obligations

Jayne Mapp Photography shall not be liable to the client for any failure, in whole or in part, to fulfil it's obligations where failure arises as a result of an event or circumstances beyond it's control, which may include (but not limited to) equipment failure, inclement weather, illness or injury.

The Client understands and accepts that the photographic coverage will be as Jayne Mapp Photography's professional expertise determines. Special requests are not binding instructions although every effort is made to comply with the clientswishes. In the unlikely event of total photographic failure or cancellation of the contract by Jayne Mapp Photography liability shall be limited to a full refund of all monies paid.

### 4.0 Images & Ordering

There is no guarantee that any set number of images will be produced. Images will be available to view in an online private viewing gallery within 1 week of your session taking place. The gallery will remain live for 14 days and will then expire. All orders should be placed within the 14 day period that the gallery is live. For all orders, payment is due in full at time of order. All orders are final once placed and cannot be changed or refunded for any reason.

### **5.0 Artistic Input**

Jayne Mapp Photography shall be entitled to use it's judgement regarding the style and artistic input in the production of images. This includes but is not limited to poses, props and number of images taken.

It may not be possible to capture all the pictures requested, or images to the clients full expectations. In the event of uncooperative children at a session of any kind, for any reason, Jayne Mapp Photography may not be able to capture any, or all the images the client may have requested or expected.

#### 6.0 Session times

Your session will begin promptly at the time agreed at the time of booking. Please ensure you arrive on time as we cannot extend your session end time or reschedule it for a later date and you will still be charged the session fee.

# 7.0 Personal Accident

Any directions issued to client(s), their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during the session.

Jayne Mapp Photography is proffesionally insured, however, a studio environment can potentially be a dangerous one. The client is responsible for and is required to supervise all children, at all sessions, all of the time.

Babies who are unable to sit up by themselves must be supported by a parent/parents.

# 8.0 Copyright & Reproduction

Copyright is owned by Jayne Mapp Photography and is retained at all times throughout the world. No image can be reproduced in any form whatsoever for commercial use without the prior consent of Jayne mapp Photography.

The Client may not alter, or add to, edit, manipulate, or add filters to an image by any means, or reproduce a picture in whole or in part as an element within, or as a montage, another picture without Jayne Mapp Photography's written permission.

Permission to reproduce a picture for personal use (not commercial) is granted to the Client by Jayne Mapp Photography only when digital negatives are purchased and paid in full by the Client to Jayne Mapp Photography.

A Reprint Licence will be issued to the Client at time of purchasing the images from Jayne Mapp Photography.

## 8.1 Use of Images

Jayne Mapp Photography retains the right in all cases to use any images for the purposes of displays, advertising, portfolio, publication or promotion of it's work. The client(s) hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

## 9.0 Receipt of Goods

All orders are presumed to have been received in good condition unless the Client notifies Jayne Mapp Photography in writing of any discrepancy or error within 24 hours of receipt.

## 10.0 Cooling Off Period

Orders cannot be cancelled due to the custom nature of the products.

All portraits, digital images, prints etc are non refundable. The Client does not have the right to a cooling off period. When placing an order with Jayne Mapp Photography you are committing to buy the ordered products.

## **Returns Policy**

Incorrectly supplied items can be returned & will be replaced at no extra cost to the Client. **Returns will not be considered for incorrectly ordered items or items ordered in error.** 

## **Unpurchased Images**

Any non-purchased images might be deleted 30 days after your viewing gallery has expired.

## **Not Permitted**

Use of your own Cameras, mobile phone cameras & camcorders are not permitted during the session.

## By Commencing your session you are agreeing to the terms and conditions above.

Please tick the box of you DO NOT agree to your photographs being used to advertiseJayne Mapp Photography.

Signature......Date.....



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