**Angel Moon Photography**

**AGREEMENT TERMS & CONDITIONS**

SESSION FEE: Photographer will confirm the session date, time, service upon receipt of cleared funds in respect of the booking fee.

The parties acknowledge that the Session Fee is non-refundable or transferable in the event of cancellation by the client.

PAYMENTS: If a payment is to be made by a third party, the client acknowledges that they shall remain responsible for any balance outstanding in respect of the contract.

PORTRAIT SESSION: Client is guaranteed up to 1 hour of shoot time for a session of up to 2 individuals. Client must book either a Studio or Outdoor session, the location of the session cannot be changed by the client.

SESSION PROOFS: Photographer retains the right to edit the photographs taken during the shoot and omit any image. Once this has been completed, the Client will be contacted and an appointment arranged to view clients finished gallery at Photographers home.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic jobs. Session Fees are transferable if a date change is required by Photographer.

WEATHER: If it is not possible for a session to take place on a scheduled day due to adverse weather conditions, Photographer and Client will reschedule a mutually agreeable date at the earliest possible convenience, with no additional charge to Client.

FORCE MAJEURE: The due performance of this contract is subject to alteration or cancellation due to a Force Majeure Event. A Force Majeure Event means an event beyond the control of a party, which by its nature count not have been foreseen or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires. Sabotage, civil commotion, or cavil unrest, interference by civil or military authorities, acts of war or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, it does not include circumstances where the Photographer attend the planned Session to perform the service and any of the Clients fail to attend.

COOPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. If Client and/or key individuals fail to appear to a scheduled portrait session, the 100% session fee is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 100% session fee. It is the Clients responsibility to ensure the co-operative behavior of subjects at a shoot. Should the Photographer feel unsafe at the contracted photoshoot or be subjected to abuse and the Client cannot control or prevent the situation then the photographer is entitled to advise the Client of that situation and leave without forfeit on this contract.

LICENCE AND COVERAGE: Photographer shall be granted artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients requirements, the Photographers’ judgement regarding the location, poses and number of photographs taken shall be deemed correct and not subject to dispute.

COPYRIGHT: All images and copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Designs Act 1988 and remain the copyright of The Photographer at all times unless there is express written agreement to the contrary. It is contrary to the Act to copy or allow to be copied photographically, electronically or by any other means an image created part of this contract without the written permission of the Photographer, Samantha Dibb-Fuller.

CLIENT’S USAGE: Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions by parties other than Photographer. Prints for publication (such as editorial, public relations or advertising use) require prior written consent from Photographer. A credit line which reads “Angel Moon Photography” in type no smaller than that of the related text must appear adjacent to or within all permitted published photographs.

MODEL RELEASE: Client grants to Photographer and her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client’s child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer’s work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images.

LIMIT OF LIABILITY: The utmost care will be taken with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer’s control, Photographer’s liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client Releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.

IMAGES AND REPRODUCTIONS: All prints and presentation sizes quoted are approximate and subject to change at the discretion of the Photographer and may be subject to slight variation. Whilst every effort is made, the Photographer cannot guarantee exact colour matching and is not held responsible for any colour variations which may occur to light and location variations.

Due to limitations of computer monitors and variations of computer operating system, it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered in any particular computer monitor.

Where images are made available for use on a USB device, reasonable steps are taken to ensure compatibility, but Client acknowledges that USB’s may not play on all devices including and not exclusive to computers

Only quality branded USB’s are used and each is checked prior to delivery or collection. However, it remains the responsibility of the Client to check for in-transit damage. The Photographer cannot be held responsible for damage to equipment resulting from defective media.

DIGITAL MEDIA: It is the clients responsibly to back up all digital media, Photographer is not held responsible for lost digital media once delivered to Client.

WORK PRODUCT:Photographer will deliver proofs (in person gallery viewing) of photographs to Client no more than Forty-Two days (42) after the date of the shoot. Client understands and agrees that proofs are the exclusive property of Photographer and Client has no right to these photographs except for a license to review them, but not store the proofs.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this Agreement. Client may increase the period of Photographer’s service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the online gallery. Client may not decrease the period of Photographer’s service on the portrait date. If the period of Photographer’s service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined.

MODEL CALLS: If Client has taken part in a model call, it is understood that the session fee is wavered and Client shall receive 3 digital files, of their choice from the shoot, free of charge, delivered via email to Client. The images that Client receives may be shared on social media, they must be credited back to Angel Moon Photography via a link to Angel Moon Photography’s Facebook page. Further digital files may be purchased, including print products chargeable under photographer’s standard price list.

CAMERAS/MOBILE PHONES: Client understands that only Photographer is allowed to take photographs during the shoot, failure to comply with this will result in Photographer asking for any photograph’s that Client has taken to be deleted immediately. Failure to do so or if repeated then Photographer has the right to stop the shoot. The Session Fee already paid to Photographer would be nonrefundable.

SOCIAL MEDIA. The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.

PHOTOGRAPHER’S STANDARD PRICE LIST. The charges in this Agreement are based on the Photographer’s Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

SALE ITEMS. Photographer reserves the right to reduce the cost of sessions or digital files at times throughout the year as an "offer" or "sale". If Client has paid full price for a session or digital files at another date it is not possible to then receive the discounted price for items previously purchased at an earlier date, this includes (but not limited to) gift vouchers and advance bookings.

INDEMNIFICATION.The Photographer shall not be held responsible for any and all injury to client during the course of the photography session and the immediately surrounding events.

PRINTING: Client realises that using high street printing labs, home printers, or any other devices may result in images being discoloured/ altered, Angel Moon Photography shall not be held liable if this occurs.

SESSION FEE: Session fees include an initial telephone or email consultation with Photographer, a portrait session lasting up to 1 hour for up to two individuals, , an in person viewing gallery at Photographers home containing the final set of photographs from the session.

100% of the session fee and a signed copy of this `agreement are required to reserve a portrait session date. A price list is attached to this Agreement.

PRINT FEES: Prints and print products are ordered individually. All prints and print products include detailed post production retouching and shipping to Photographers home address. Photographer uses a professional printing lab to order prints and print products. Client realizes that Photographer has no control over turnover and delivery time and cannot be held responsible for delays to orders.

DELIVERY OF ORDERS: Orders can be collected from Photographers home, at the address on the top of this Agreement, or for a small fee, orders can be delivered to Client’s home by courier service. Photographer is not responsible for loss or damage to items during delivery.

DATA PROTECTION: In compliance with the Data Protection Act 1998 (the “Act”), personal data supplied to Photographer may be stored for future use. This data will only be used to contact you or inform you of future opportunities. Photographer will take all reasonable steps to ensure the information is help and used in accordance with the Act. However, if Client wishes for the personal data to be removed at any time, Client must contact Photographer at the address set out at the beginning of this Agreement. Please refer to Photographers Privacy Policy for new GPDR guidelines.

ENTIRE AGREEMENT: This Agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this Agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this Agreement, it does not mean that any other provision is also waived. This constitutes an order for one portrait session with Samantha Dibb-Fuller, the Photographer.

July 2019