

# Terms & Conditions

For the purpose of these terms and conditions, Sharon Elizabeth Photography and S.E. Photography are the same business entity and shall be referred to as SEP. Any reference to "the Client" will be in relation to the person or persons whom have sought to employ the photographic services of SEP and goes on to place any further orders.

## 1) APPLICABLE LAW

- a) The laws of England and Wales shall govern this agreement. These Terms and Conditions shall not be varied except by agreement in writing.
- b) In the event of any conflict between these terms and conditions (including those relating to the time of payment) and those issued or submitted by the Client and in the absence of any contrary agreement in writing these Terms and Conditions shall prevail.

## 2) BOOKING FEE

- a) By making a booking with SEP you enter into a contract and have therefore agreed to abide by the terms and conditions as set out in this document.
- b) Booking fees taken for any type of photographic service with SEP are non-refundable except in the event SEP cancels the booking.
- c) It is SEP's policy to take a 50% deposit/booking fee for all photographic session types at the time of booking with the remaining balance to be paid no less than 48hrs before your session. In the event of a Wedding booking the remaining balance is to be cleared a week before the Wedding date. Should outstanding balances not be paid it will be taken that the services of SEP are no longer required and your booking fee will be retained as per part b above.
- d) Payment plans for larger orders can be arranged at the discretion of SEP in order for outstanding balances to be cleared.

## 3) IMAGES ONLINE

- a) It is illegal to attempt to copy, download, or to attempt to remove a watermark, from any image taken and posted online by SEP. Should an image online be saved via any means and used elsewhere without the written permission of SEP, whether the copyright has been removed or not, a copyright infringement has still taken place and therefore a fee of £1000 per image will be applied to avoid court action. This must be paid within 28 days of notice given.

## 4) FULFILMENT OF OBLIGATIONS

- a) SEP shall not be liable to the Client for any failure, in whole or in part, to fulfil its obligations where failure arises as a result of an event or circumstances beyond its control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.
- b) The Client understands and accepts that the photographic coverage will be as SEP's professional expertise determines. Special requests are not binding instructions although every effort will be made to comply with the Client's wishes.
- c) In the unlikely event of total photographic failure, SEP will endeavour to provide the client with an alternative session date and time or a refund of any fees already paid, if applicable, if an agreement cannot be made. Neither party shall be liable for indirect or consequential losses.
- d) All newborn session bookings will be provided with a preparation brochure prior to their session. It is the responsibility of the client to make sure they fully understand the session prep and therefore if the client fails to carry out required preparations prior to their session, SEP will not be held responsible for any resulting reductions in quality or quantity of images supplied.
- e) In the event a studio or location session has been booked and the Client is more than 30 minutes late without communication, the session will be considered cancelled and no refund will be given on any fee paid. A full session fee will need to be paid to upfront in order to rebook. Lateness may result in a reduced length of session and the possibility of less photos being produced.

*Sharon Elizabeth*  
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[enquiries@sharoneizabeth-photography.com](mailto:enquiries@sharoneizabeth-photography.com)



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#### 5) CAKE SMASH SESSION

a) In the interest of health and safety, any cakes or food stuffs required for a cake smash is to be provided by the client. It is therefore the client's responsibility to ensure suitability in relation to any food allergy or intolerances the client's baby may have. SEP will not be held liable for any adverse effect or illness the baby may suffer as a result of an allergy. In the event SEP is required to supply a cake, all costs are to be met by the client on top of any other fees applicable and any dietary requirements MUST be made clear at the time of arrangement. If a supplied cake is not suitable due to lack of information from the client, the client will still be liable for costs incurred by SEP. By signing the Cake Smash contract, you waive all rights to sue SEP if any illness results due to lack of information given to SEP by the client.

#### 6) PRINTS

a) All images produced by SEP are done on a fully calibrated monitor and all prints will be a true reflection of the editing carried out by SEP. SEP will not be held responsible for variances in images caused by clients viewing images on non-calibrated screens or monitors. To ensure images are seen as intended it is advised that clients purchase any additional prints via SEP to ensure quality.

b) All prices are subject to change without notice by SEP. No consideration will be given to previous clients regarding product pricing, availability, package structure, or session fees and are correct at the time of print. Clients are advised to consult with SEP at the time of booking for more up to date pricing structures.

#### 7) IMAGE PRODUCTION AND HANDLING

a) Unless otherwise agreed between the Client and SEP, SEP shall be entitled to use its creative judgement regarding the style and artistic input in the production of pictures. This includes but is not limited to locations, poses and number of images taken. Due to the unpredictability of weather and the willingness of subjects, it may not be possible to capture all the pictures requested, or produce images to the client's full expectations. In the event of unco-operative children at a session of any kind, for any reason, SEP may not be able to capture any, or all the images the Client may have requested or expected. The Client is responsible for all children at all sessions.

b) SEP fully edits all images before presenting to the Client. Additional edits are carried out at the discretion of SEP, and SEP reserves the right to charge the Client for additional editing to cover time involved, at a rate to be advised at the time of request/order on a per image basis. Any additional edit requests MUST be raised by the Client at the proofing stage. Requests not raised at proofing stage will not be considered once any bespoke products have been ordered.

c) If the Client does not view or purchase images within three months of the session without arrangement, SEP will assume they are not wanted and will delete all files in accordance with GDPR with the exception of photos taken during a model call.

#### 8) COPYRIGHT & REPRODUCTION

a) Copyright is retained by SEP at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of SEP. This includes saving, screen grabbing and downloading from Facebook or other social media platforms.

b) The Client may not alter or add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with another picture without SEP's written permission. Any such infringement of this clause will invoke action taken as per section 3 of this document.

c) Permission to reproduce a picture is granted to the Client by SEP only when a fee for the reproduction has been agreed with SEP and an invoice has been issued by SEP and paid in full. This may also be obtained by purchasing the full rights digital package for whatever form of photography SEP has undertaken for you.

d) The right to reproduce a picture granted by SEP is personal to the Client and may not be assigned to any third party without SEP's prior written consent this includes the submission of photos produced by SEP to photography competitions.

e) The Client will fully indemnify SEP against any unauthorised reproduction of a picture submitted to the Client made by any third party as a result of or arising out of any breach by the Client of any of these terms and conditions (including but not by way of limitation the Client allowing a picture or a copy thereof to come into the possession of a third party without SEP's prior written consent).

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#### 9) PREVIEWS/PROOFS

a) Although SEP will do its best to produce more proofs than discussed with the Client there is no guarantee that any particular number of proofs will be produced.

#### 10) IDENTIFICATION

a) While SEP has taken reasonable care to correctly identify, caption and orientate the pictures, it does not accept any liability for loss or damage incurred by the Client or any third party caused by any errors.

#### 11) RECEIPT OF PICTURES

a) The pictures are presumed to have been received in good condition unless the Client notifies SEP in writing of any discrepancy or error within 14 days of receipt.

#### 12) COOLING OFF PERIOD

a) There is a 14 day cooling off period where the Client may cancel any booking from the day SEP acknowledges receipt of the booking fee. As per section 2 of this document, booking fees are non-refundable.

b) In the event a bespoke order has been placed by the client, the cooling off period becomes non applicable and the Client does not have the right to a cooling off period, refund or exchange on products of any kind once the order has been placed.

c) By placing an order with SEP you are committing to buy the ordered products.

#### 13) RETURNS POLICY

a) Incorrectly supplied items and items of poor quality can be returned and will be replaced at no extra charge to the Client if notified within 14 days from the date of receipt.

b) Should the client receive a faulty item as part of their order, they are to advise SEP immediately BEFORE posting to S.E Photography, 103 Grenville Road, Doncaster, DN4 9JJ. The Client is responsible for any costs associated with return postage.

c) Returns will not be considered for incorrectly ordered items or items ordered in error.

d) No return, exchange or refund is available on any item once the image proof has been approved, and an order placed.

#### 14) USE OF PICTURES

a) SEP retains the right in all cases to use the pictures in any manner at any time throughout the world for the purposes of sales, advertising or promotion, of its work unless specifically requested not to by the client.

#### 15) MODEL CALLS

a) In the event you are selected to take part in a model call, you will be entitled to receive digital copies of the final images free of charge. These will be provided via an online gallery to download either through a secure customer portal on the official SEP website or a secure service such as Dropbox.

b) In order to secure your session as a model, SEP will require a £20 deposit which will be refunded once the model session has been attended and completed, alternatively this deposit can be used as part payment towards any products you may wish to purchase such as canvas artwork.

c) Should a selected model choose to cancel without adequate notice or not attend the model call, the deposit will be retained by SEP unless the time slot can be filled by another client, in which case 50% of the fee will be refunded.

#### 16) MODEL RELEASE

a) Unless specified in writing, SEP makes no claim or warranty as to the existence or validity of connected therewith model or other releases in respect of the pictures or as regards the reproduction by the Client of any names or trademarks depicted in the pictures. It is the Client who must satisfy himself that all necessary rights, releases or consents required for reproduction have been obtained.

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#### 17) CAMERA POLICY

The use of any form of recording equipment during your session is NOT permitted in either studio or on location without the express prior permission from SEP. This includes cameras, camera phones, camcorders or any other recording equipment, although in the event of a Wedding booking it is accepted that guests may wish to take their own photos. In this instance it is the responsibility of the Bride and Groom to inform their guests should they wish them to not take photos.

#### 18) PRIVACY POLICY

a) SEP will never share, or allow to be accessed, shared or distributed, any personal or contact information of any client or enquiry obtained by any means. ALL information is confidential and protected at all times. If you wish for your data to be removed from SEP's records under GDPR then your written request via email or in writing will be required. Otherwise SEP's data policy is to retain a customer's data for up to 3yrs post a shoot.

b) SEP has a dedicated Privacy Policy that can be viewed via the website at [www.sharonelizabeth-photography.co.uk](http://www.sharonelizabeth-photography.co.uk)

#### PHOTO RETENTION POLICY

a) Images are kept for a period of six months post shoot and viewing at the discretion of SEP unless otherwise stated. In the event a purchase is made, the retention period may be increased to allow for further purchases should they be required.

b) Images taken during a model call may be retained by SEP for an undetermined length of time/for however long the images serve a purpose.

**N.B. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE UNDER THE LAW, THE VALIDITY OF THIS AGREEMENT AS A WHOLE SHALL NOT BE AFFECTED, AND THE OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

By signing this document and returning to SEP, I hereby agree to the terms and conditions as set out above.

Signed:

Print:

Date:

*Sharon Elizabeth*  
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