

Terms & Conditions

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Sharon Elizabeth Photography (SEP)

For the purpose of these terms, "SEP" refers to Sharon Elizabeth Photography. "The Client" refers to the individual(s) engaging SEP's services and placing orders.

1) Applicable Law

a) This agreement is governed by the laws of England and Wales. Any variations to these terms must be agreed upon in writing. **b)** If any conflict arises between these terms and the Client's own terms, these terms shall prevail unless otherwise agreed in writing.

2) Booking Fee & Payments

a) Booking with SEP constitutes a contract, requiring adherence to these terms. **b)** Booking fees are non-refundable unless SEP cancels the booking or in cases of death or hospitalisation. **c)** A non-refundable deposit (based on package type) is required at booking. The remaining balance is due:

- **Weddings:** No later than four weeks before the event.
- **Other Services:** No later than one week before the session.
- Failure to pay may result in cancellation, with the booking fee retained. **d)** Payment plans for larger orders may be arranged at SEP's discretion. **e)** If booking within four weeks of a wedding or one week for other services, full payment is required upfront.

3) Fulfilment of Obligations

a) SEP is not liable for service disruptions due to unforeseen circumstances, including but not limited to equipment failure, power outages, weather, illness, or transportation issues. **b)** Photographic coverage is at SEP's professional discretion. Special requests will be considered but are not guaranteed. **c)** In case of total equipment failure, SEP will offer an alternative solution or refund applicable fees. Neither party is liable for indirect or consequential losses. **d)** A welcome pack and/or preparation guide will be provided. The Client is responsible for meeting all outlined requirements to ensure full service delivery.

4) Images Online

a) Copying, downloading, or removing watermarks from SEP's images is illegal. **b)** Unauthorized use of any image without written permission constitutes copyright infringement, incurring a fee of **£1000 per image**, payable within 28 days to avoid legal action.

5) Cake Smash Sessions

a) Clients must provide cakes or food items for cake smash sessions and ensure they are suitable for their child's dietary needs. SEP is not liable for allergic reactions or related issues.

Sharon Elizabeth
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www.sharoneizabeth-photography.com

6) Prints

a) Images are edited using a calibrated monitor. SEP is not responsible for variations in image quality caused by uncalibrated screens. **b)** Prices are subject to change without notice. Clients should confirm current pricing at the time of booking.

7) Image Production & Handling

a) SEP has full artistic control over the style, location, poses, and number of images taken. Weather and subject cooperation may impact results. **b)** SEP fully edits all images before presentation. Additional edits are at SEP's discretion and may incur an additional charge. **c)** If images are not viewed or purchased within three months without prior arrangement, SEP will assume they are unwanted and delete them per GDPR guidelines, except for model call images.

8) Copyright, Image Use & Reproduction

a) SEP retains full copyright globally. Images may not be copied, scanned, saved, or reproduced without prior written consent. **b)** Clients may use images for personal, non-commercial purposes but may not alter or manipulate them without permission. **c)** Image rights are non-transferable without written consent. **d)** Unauthorized reproduction or submission of SEP images to third parties will result in legal action.

9) Previews/Proofs

a) While SEP may provide more proofs than initially discussed, no minimum number of proofs is guaranteed.

10) Identification

a) SEP takes reasonable care to label and orient images correctly but is not liable for errors.

11) Receipt of Pictures

a) Images are deemed received in good condition unless the Client notifies SEP of any issues within **14 days**.

12) Cooling-Off Period & Cancellations

a) The Client has a **14-day** cooling-off period from SEP's booking confirmation. **b)** Cancellations outside this period result in the loss of the booking fee. Rescheduling is at SEP's discretion and may require a new booking fee. **c)** Bespoke orders are non-refundable once placed. **d)** By placing an order, the Client commits to purchasing the specified products.

13) Returns Policy

a) Faulty or incorrectly supplied items will be replaced at no extra charge if reported within **14 days** of receipt. **b)** Clients must inform SEP before returning any items and cover return shipping costs. **c)** Returns are **not** accepted for incorrectly ordered items. **d)** Once an image proof is approved, no return, exchange, or refund is available.

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14) Use of Pictures

a) SEP reserves the right to use images for promotional and advertising purposes unless the Client explicitly requests otherwise in writing.

15) Model Calls

a) Selected models receive final digital images free of charge via a secure online gallery. b) A **£20 deposit** is required, refundable upon session completion or applicable toward product purchases. c) Cancellations or no-shows forfeit the deposit unless the session slot is filled, in which case 50% is refunded.

16) Model Release

a) SEP does not warrant the existence of model or property releases. The Client is responsible for securing necessary permissions for reproduction.

17) Camera Policy

a) Recording devices, including cameras, phones, and camcorders, are **not permitted** during sessions unless SEP grants prior written permission. b) Wedding clients must inform guests if they wish to restrict personal photography.

18) Privacy Policy

a) SEP does not share Client data and protects all information under **GDPR**. b) Clients may request data removal in writing. Otherwise, SEP retains customer data for **up to three years** post-event before secure deletion. c) Full privacy policy available at www.sharonelizabeth-photography.com.

19) Photo Retention Policy

a) Image retention is at SEP's discretion, except as required under GDPR. b) Model call images may be retained indefinitely.

Note: If any provision in this agreement is deemed invalid or unenforceable, the remaining provisions remain in full force.

By engaging SEP's services, the Client confirms they have read, understood, and agreed to these terms and conditions.

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