

## TERMS AND CONDITIONS – PORTRAIT BOOKINGS



Thank you for booking with Mei Photography. We are looking forward to your appointment and excited about preparing a fun and personalised shoot to *Capture the Moment* and create beautiful artwork for your home.

Please read through and make sure you fully understand the following terms and conditions of this booking. If you have any questions, please don't hesitate to get in touch.

### 1. DEFINITIONS

For the purpose of this contract; an agreement is defined as a "contract for services" between a client or customer and the photographer "Mei Photography". For clarification, any references to the Photographer's client or "photographs" or "images" means all photographic material published by Mei Photography, including but not limited to, prints, transparencies, digital files or any type of electronic material.

### 2. COPYRIGHT

The 1998 Copyright, Designs, and Patents Act (<http://www.legislation.gov.uk/ukpga/1988/48/contents>) assigns copyright to Mei Photography. Mei Photography asserts her statutory rights to be identified in the circumstances as set out in Sections 77-79 of the aforementioned act and any amendments or re-enactments thereof. Mei Photography retains full copyright of all photographs at all times throughout the world. Mei Photography retains the right in all cases to use any photographs in any manner at any time, anywhere in the world to advertise or promote her work.

You may not copy the photographs taken under this contract, or allow copies to be made electronically, photographically, or by any other means without prior written consent of Mei Photography.

#### a. SOCIAL MEDIA AND PERSONAL WEBSITES

The watermarked, web-sized digital images supplied as part of some photography packages are available for you to share electronically with family and friends provided that the watermark remains fully intact and visible. This includes social media sites such as Facebook, Instagram and Twitter. Family and friends are also welcome to share these images under these conditions. All images used and shared on the internet should be credited to Mei Photography. This includes images purchased with print licenses.

Please note that the web-sized photographs are not suitable for printing nor is this permitted under the 1998 Copyright Act.

#### b. PRINT LICENSES & HIGH RESOLUTION IMAGES

Print licenses are included with event photography sessions and are available for purchase for images taken in portrait sessions. High resolution images suitable for printing will be supplied. These images should not be used for sharing online or on social media.

### 3. CREATIVE LICENCE

Mei Photography shall be granted creative and artistic licence in relation to the choice of locations and poses used. Mei Photography's judgement on photographic style and the number of photographs taken shall be deemed correct. Some photographs may not be possible due to changes in weather conditions and the availability and willingness of subjects. Mei Photography will do her best to honour requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

### 4. BOOKING FEE

A fee of 50% of the Session Cost is required at the time of booking in order to reserve the appointment. This fee is non-refundable with the exception of a cancellation made by Mei Photography (please see details below).

Please note that your session date is not confirmed until the booking fee is received by Mei Photography.

## 5. TOTAL COST

The total cost (remaining 50% of the session cost and travel cost) of the appointment is required 5 days prior to the appointment.

This payment covers all photography at the appointment, professional editing, prints (including their postage and packaging) and any digital images as outlined in the photography package selected and "Session Description" above.

## 6. CHOOSING YOUR PRINTS

Mei Photography will have the web-sized images available within 21 days of the appointment. At this stage you are welcome to choose your image(s) for the included print(s) according to the booking agreement and identify any others you would like to add to your print order.

Please note that all web-sized images for sharing will have a small watermark of the Mei Photography logo. Any print items will be free of watermarks.

### a. ADDITIONAL PRINT ITEMS

Clients are then welcome to order further print items from their photo shoot for a period of 24 months after the appointment. To do so, please get in touch via email. Print costs will be charged at the current rate at time the order is placed. After this 24 month period, the images will be archived and clients can ask about further prints but they will not be guaranteed. Canvas prints, framed prints, printed photo-books and other novelty print items are also available. Please contact me or see website for details and costs.

### b. POSTAGE & PACKAGING FOR ADDITIONAL PRINT ITEMS

Postage and packaging of the included print(s) is included in the original price.

Additional costs will be added depending on size and number of prints. Canvas prints and framed prints will incur £25.00 postage costs. Collection on a mutually suitable date is free.

## 7. HIGH RESOLUTION FILES

High Resolution files for personal use are included in some packages (see "Session Description" above) and available for purchase after the session. Please note that these files are only for use by the buyer as named in the contract above. They may not be shared with others without express written consent from Mei Photography and a small charge for this privilege may apply. Unauthorised use of the images by other parties will incur a charge at a premium rate.

When printing digital images, careful consideration should be taken when choosing a supplier. Mei Photography works closely with digital printing companies to ensure the prints are true colour and the right proportions on high quality materials. Mei Photography accepts no responsibility for the print quality of images from suppliers but is happy to advise and recommend companies to work with.

## 8. PAYMENT

Payment of the booking fee and total cost can be made via direct bank transfer or via Paypal.

Payment for any additional prints must be made at the time of ordering and can be made via direct bank transfer, Paypal or cash.

## 9. CANCELLATION

If Mei Photography has to cancel the appointment for reasons beyond their control (injury, sickness, death etc.), their liability shall be limited to a full refund of all monies paid (including the Booking Fee).

If the Client cancels the appointment a refund policy exists up until 48 hours prior to the reserved slot at which point the Booking Fee will be retained by Mei Photography.

If the Client cancels the appointment within the 48 hours prior to the reserved slot, a full or partial refund will be considered but not guaranteed and the Booking Fee will be retained by Mei Photography.

## 10. POSTPONEMENT

In the event of a postponement, then, subject to Mei Photography's availability, all monies paid may be applied to the new appointment. In this case, the total fees chargeable shall be the fee which applies at that time (e.g. if a special offer was booked and then postponed to a date where it has expired, then the offer price will no longer be valid and the client will be charged at full price).

This agreement is for one postponement only. Any further postponement will be considered a cancellation and the booking fee will be retained by Mei Photography.

**a. POSTPONEMENT DUE TO WEATHER**

If the appointment has to be postponed by Mei Photography due to adverse weather conditions a new, mutually agreed appointment will be made. In extreme circumstances where the photography session is time-specific, a full or partial refund of the Booking Fee will be considered, but not guaranteed, by Mei Photography.

**11. LATENESS**

If the client is late for the appointment but still within 15 minutes of the contracted start time, Mei Photography will honour the booking but there will be no additional time allowed as standard. Please note that by being late there will be a direct impact on the number and range of images taken during the session.

**12. INDEMNITY**

In the unlikely event of total photographic failure; either by camera equipment, computer equipment or development process; injury or sickness beyond Mei Photography's control, Mei Photography's liability shall be limited to a full refund of all monies paid at that time; as set out in the written agreement between the "clients" and Mei Photography. Your statutory rights are not affected.

Mei Photography has full Public Liability and Professional Indemnity Insurance with Aadukai Insurance.

**13. DATA PROTECTION & PRIVACY POLICY**

Mei Photography will not discuss, store or use any personal information about you other than the photographic images taken during photography sessions and your contact details. Mei Photography will not disclose any material or information communicated to her for the purposes of photography to any third parties. Mei Photography may contact you regarding future offers and opportunities. These details will not be made available to third parties. Should you wish to have your details removed from our database, please advise us in writing or via email.

Mei Photography will not display or share images or photographs of a minor under the age of 16 or anyone protected under the Protection of Vulnerable Groups Act (2007) without the express written consent of the parent or guardian. If you have any concerns, issue or complaint about any image or photograph on the Mei Photography website ([www.meiphotography.co.uk](http://www.meiphotography.co.uk)), Facebook page ([www.facebook.com/meiphotography](http://www.facebook.com/meiphotography)) or Instagram account (@Mei.Photography) please write to me directly at [photos@meiphotography.co.uk](mailto:photos@meiphotography.co.uk). All requests for information; or any complaint will be responded to within 5 days of receipt.

**14. HEALTH & SAFETY AND CHILD PROTECTION**

All photography sessions are fully risk assessed including any lighting and props used. The photographer has over 10 years experience working with children and has is a PVG scheme member under the Protection of Vulnerable Groups Act (2007). Copies of risk assessments and PVG membership certificate can be seen upon request.

**15. COMPLAINTS PROCEDURE**

Mei Photography is a member of the Society of Wedding and Portrait Photographers and the Society of International Nature and Wildlife Photographers and is held accountable to their codes of conduct ([www.thesocieties.net](http://www.thesocieties.net)).

Please address any complaints to Mei Photography by email or telephone as per our contact details. We will endeavour to respond to any complaint within 2 working days of receipt.