

Terms & Conditions



HOME HIGHLANDS PROPERTY PHOTOGRAPHY

In the following terms and conditions 'I'/'The Photographer' shall mean Katherine Morgan trading as Home Highlands Photography. 'The Client(s)' shall be those using the photographic services of Katherine Morgan.

Upon appointment to photograph your property

- I will agree a price/date/number of images and specify subject matter.
 - Full payment is required to confirm any booking.
 - A selection of edited images will be emailed to the Client within 14 days of the photo session
 - Images may be used on website/social media/print only and may not be re-sold.
 - Katherine Morgan trading as Home Highlands Photography retains full copyright and image rights to use any images for marketing purposes etc.
1. The acceptance of the booking is based on agreement by the Client of the terms and conditions herein.
 2. **BOOKINGS & PAYMENT** – Payments are required in full at the time of booking unless otherwise agreed with the Photographer. Provisional bookings are made to mutually agree session times and location. The Client then has 48 hours in which to secure the booking with full payment. If full payment has not been received within this time the session times will be released for other Clients. Payments are to be made by direct bank transfer only.
 3. **TRAVEL** – The travel cost within 15 miles of Forres, Moray is included. Additional distances will be charged to the Client, payable at the time of booking prices at £0.65 per mile.
 4. **CLIENT CANCELLATION** – In the event of a Client cancellation being made more than 14 days prior the Primary session date a 50% refund will be issued. Any cancellation made less than 14 days prior to the Primary session is non-refundable. Due to the unpredictable nature of the weather, when booking an outdoor session, a Back-up session will also be agreed. The Client accepts that the Back-up session will only be used if the Primary session is cancelled by the Photographer due to adverse weather conditions. Should weather conditions change whilst a photo session is in progress and it is deemed by the Photographer to be too poor to shoot, the Photographer will return at an agreed date to complete the work. If the property lies outwith a 15 miles radius of Forres, additional travel fees will be chargeable to the Client for any back-up or additional sessions.
 5. **PHOTOGRAPHER CANCELLATION** - In the unlikely event that the Photographer is unable to perform due to, and not limited to, illness, fire, family emergency or any other cause beyond the Photographer's control the Photographer reserves the right to cancel the sessions with all payments made refunded to the Client.
 6. **LIABILITY** – The Client is fully and wholly responsible for the behaviour and safety of themselves and any others on the property during photo sessions. The Photographer is not liable for injury or delay to the Client or loss of or damage to property during the photography session.

7. CREATIVE LICENSE – The Photographer is granted creative and artistic license in relation to the choice of location and poses used as well as the photographic style and number of photographs taken. Due to changes in the weather the Photographer will do their best to honour the requested photographs but does not guarantee any specific picture nor to incorporate any specific background, location or arrangement. The Photographer may edit images with discretion. The Client does not reserve the right to reject images on the basis of style or composition. Clients are politely requested not to use their own cameras/phones to take images during their photography session.
8. IMAGES – The final selection of images presented to the Client will not contain all images shot on the day. The Photographer's decision regarding inclusion of images in the edited collection is final. Digital images will be delivered by email within 14 days of the photo session. If the images are lost or damaged by the Client, the Photographer will not be liable for such loss or damage. Replacement images may be provided at the Photographer's discretion within 6 months of the date of the photo session after which time the Photographer is not obliged to store original images.
9. PERMISSION – The Client accepts responsibility to ensure that all the necessary clearances have been obtained to allow the photographs to be taken without hindrance or infringements of trademarks and copyrights. The Photographer accepts no liability for non-supply of pictures if permissions have not been granted.
10. COPYRIGHT – It is understood that the copyright of all and any photographs belong to The Photographer. No photographs may be copied or reproduced by any means photographic or otherwise by any person or machine other than the photographer or their appointed agent unless the high-resolution pictures are purchased by the Client. Releasing photographs by the Client (ie. Social media, website, blog or any other online channels or print/marketing material) are prohibited unless the photographer's company name and/or website is tagged or mentioned. The cropping, adjusting or altering of images is strictly prohibited without the written permission of the Photographer.
11. MODEL RELEASE – The copyright of all photographs is owned by the Photographer. The Client gives permission that any image from their photo session may be used by the Photographer for any general marketing and advertising for their photography business and is entitled to use any images produced for, and not limited to, exhibitions, editorials, digital and print marketing etc.
12. NON-USE FOF WORK – Should photographs be supplied to the Client, but then not used, or the property be removed from the market prior to the photographs being received from the Photographer, the the Client shall still be liable for full payment and will not be eligible for a refund.
13. EXPENSES – Where extra expenses or time are incurred by the Photographer, as a result of alterations to the brief by the Client, or otherwise at their request, the Client shall be liable to pay such expenses. Should the property lie outwith a 15 miles radius of Forres, Moray a charge of £0.65 per mile for additional travel inbound and outbound will be chargeable to the Client at the time of booking. In the event that travel time exceeds a total of two hours, a charge of £20 per hour (rounded up the nearest hour) will be payable by the Client before images can be released.
14. PROPERTY PRESENTATION – The Client is responsible for ensuring the property is in a clean and presentable standard prior to the booking date. The Photographer will 'tweak' props and soft furnishings where necessary but shall not be responsible for the moving of internal or external items eg. furniture. If the Client is not present during the photo session then the Client is obliged to accept the Photographer's judgement as to the acceptability of the presentation. If the Photographer feels it necessary, in the absence of the Client, to style the interior to obtain better quality photographs, a service charge of £35 per hour will be charged. Images will not be released until this payment has been received by the Photographer. There is no right to reject images on the basis of style or composition.

15. STORAGE – The Photographer will be responsible for the storage of the Client's photographs for a maximum of 6 months after the date of the photo session. Under no circumstances will the photographer release RAW or unedited JPEG files.
16. DATA PROTECTION – for more information about how Client's data is stored and used please contact Katherine Morgan.
17. COVID19 – Home Highlands Photography operates strictly within the current Covid-19 guidelines set out by the Scottish Government. Clients, and anyone in their party, must NOT attend a photo session if they are experiencing any symptoms of Covid-19 and/or have had a positive PCR test result up to 14 days prior to the photo session. In the event a Property Photography Session is cancelled for this reason the Photographer will postpone to the agreed Back-up date. In the event the Back-up date isn't possible due to Covid and another booking date can't be agreed upon all monies paid by the Client will be refunded.

Home Highlands Photography Spring 2022