

HOME HIGHLANDS PHOTOGRAPHY

Family Photography Terms and Conditions

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

The acceptance of the booking is based on agreement by the Client of the terms and conditions herein.

1. **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 3 days 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.
2. **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.
4. **CANCELLATION** - In the event of a Client cancellation 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 time 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. 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.
5. **5. OUTDOOR SESSIONS** - The Client accepts that photography sessions may take place in cold/wet weather when good quality images are deemed obtainable by the Photographer. The agreed Back-up session will only be used if the Photographer cancels the Primary session due to severe weather conditions that pose a safety risk or that would significantly hinder the quality of the images taken. If the Client is unable or unwilling to attend the Back-up session it will be considered a cancellation on their part and payments made are non-refundable. If the Photographer deems the weather on this Back-up session to also be unsuitable the Photographer reserves the right to postpone the photo session and re-schedule at the convenience of both parties.
6. **FAMILY SESSIONS & ILLNESS** - It is understandable that children can fall ill at any time. The Client agrees to make every effort to inform the Photographer no longer than 4 hours prior to the start time of the photography session of any illness or injury to the child being photographed. The Photographer will postpone to the Back-up session. If the Client is unable to attend the Back up session it will be deemed a Client cancellation with all payments made non-refundable. In the event of a child falling ill during the session, the Photographer reserves the right to postpone the photo session and re-schedule at the convenience of both parties. In the event of this happening the Client agrees to incur the additional travel expenses. Please see below for details for the Covid-19 policy.

7. **LIABILITY** - The Client is fully and wholly responsible for the behaviour and safety of themselves and the children in their care 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.
8. **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 and willingness of subjects 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 group 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.
9. **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. A minimum of 5 digital images will be delivered either via a web-based digital download or custom USB drive within 21 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.
10. **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. It is the Client's responsibility to gain written parental permissions when persons are under the age of sixteen to be photographed. Permission is also necessary to allow identification and publications of children. The Photographer accepts no liability for non-supply of pictures if parental permissions have not been granted.
11. **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.
12. **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.
13. **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.

14. DATA PROTECTION - for more information about how Client's data is stored and used please contact Katherine Morgan.
15. GIFT VOUCHERS - Gift vouchers are valid for 12 months from purchase and cannot be refunded or exchanged for cash. Gift vouchers can only be used for the service quoted on the certificate. Bookings made with the use vouchers are subject to all terms and conditions as stated above including booking procedures.
16. COVID19 - Due to the ongoing nature of Covid-19, and its effects, a separate Covid-19 policy for Home Highlands has been published. This will be sent to Clients at the time of booking and will be continually updated in order to adhere to the most recent Government restrictions and guidelines.

Home Highlands. Updated Summer 2020