

Photo Shoot Terms and Conditions

For the purpose of these terms and conditions the following definitions will apply:

Natalie Leech Photography Ltd is the trading name of Natalie Leech Photography - with reference to these terms and conditions is solely Natalie Leech.

Customer / Client- is the person/s or organisation to whom the invoice is addressed (whether or not the customer is acting for a third party).

Photograph / Image means all photographic material supplied by Natalie Leech Photography Ltd, this includes prints, files, designs, or any other item that is supplied by Natalie Leech Photography Ltd for the purpose of reproduction.

These terms and conditions are applicable to all orders, quotes and services provided by the photographer, and are applicable at every stage of the process.

1) Photo Shoot Bookings

1.1) All bookings are subject to availability. All bookings take place either at the photographer's studio or at an agreed location.

1.2) You will receive confirmation of your appointment by sms, text, email, phone call or through social media messaging. You will also receive your Photo Shoot guide (where appropriate) via email, social media messaging or post.

1.3) All photo shoots include the use of my props subject to

availability – the upmost care is taken to ensure the condition of props, any use during photo shoots, is entirely at the clients' risk.

1.4) I reserve the right to make changes to the prices as shown in the packages and pricelist at any time, however you will only pay the price that was shown on the website at the time of making your booking.

1.5) It is the responsibility of the client to notify the photographer if there are any medical conditions or physical disabilities that may have an effect on the photography shoot

1.6) For each booking there is a non-refundable booking retainer fee which secures your slot.

1.7) Your booking retainer fee is non-refundable if you fail to attend your session, or do not comply with the notice rules for rescheduling as per point 2.

1.8) Where sessions states that the session is free of charge but there is a non-refundable retainer to be paid – this retainer is then deducted from the total cost of your final order. If you fail to attend your session please refer to previous point.

1.9) On making a booking you agree that you have looked at the photographs' within the website and are happy with the photographers 'style', if you are looking for a different 'style' of photograph – this must be discussed before making your booking.

2) Changing Bookings

2.1) If, after receiving your confirmation, you need to change your booking appointment, please call Natalie immediately

on 07966 864406

2.2) Bookings can be changed free of charge (see point 2.4) if you give me at least 48 hours notice (cake smash sessions see point 2.3). For clients that give the photographer less than 48 hours notice, this change may be subject to an administration fee.

2.3) Cake smash sessions can be rearranged free of charge (see point 2.4) if you give me a minimum of 1 full weeks' notice. For clients that give the photographer less than 1 full weeks' notice, the client will be subject to a fee of £50.

2.4) Bookings can be changed once on your original booking fee – as long as the minimum notice has been given (as stated in point 2.2 & 2.3) Your new booking must be made within 2 weeks of the original booking date.

3) No Shows

3.1) If for any reason after receiving your confirmation, you fail to attend your photo shoot appointment, you forfeit your booking retainer fee – This is to cover the cost of the time already booked with the photographer.

3.2) If your session is a model call and you fail to attend your session – you will lose your slot and will not be invited to attend any future model call sessions.

4) Cancelling Appointments

4.1) If you wish to cancel an appointment you will forfeit your booking fee – This is to cover the cost of the time already booked with the photographer, time invested in planning and preparation, and those costs associated in doing so. If however you wish to re-arrange your booking please see point 2.

5) Payment

5.1) A non-refundable booking retainer fee is to be paid at the time of booking.

5.2) Any session fee balance (where applicable) is due on the day of your photo session – no exceptions.

5.3) Any outstanding balance is due to be paid by the client to the photographer by the date shown on the invoice and no orders for prints or products will be processed until payment is received.

5.4) Payments can be made via BANK TRANSFER , CASH, PayPal only. Cheques are NOT accepted forms of payment.

5.5) Failure to complete payment for your full order will render the client in breach of contract.

6) Photography & Sessions

6.1) The photographer's judgement in all matters regarding locations, composition, poses, number of photographs taken and all such like matters shall be deemed to be correct.

6.2) It is the photographers' responsibility to supply cameras and other equipment necessary to carry out the photo shoot.

6.3) To carry out the photographic works the photographer may appoint an assistant of her choice.

6.4) The customer is responsible for ensuring that persons, objects and locations necessary for carrying out the photo shoot are available and / or accessible.

6.5) The customer will be held liable for costs incurred and third party costs if the customer does not fulfil the obligations (as stated in the previous point).

6.6) It is not the responsibility of the photographer to obtain the approval of persons to be photographed (model release)

nor of legitimate persons on location (location release) concerning the planned usage of the photographic images, if the customer has designated the persons or locations that are to be photographed.

6.7) All persons taking part in photos, and/or group photographs agree that you do so voluntarily and on the basis that your image may be displayed on Site or any other website and in printed publications and made available for purchase by other customers, and may be used by us for promotional purposes. Due to the number of people involved in a group photograph, you will not be able to withdraw your consent once the photograph has been taken.

6.8 If the session involves a uncooperative subject (such as baby/child/children/animal/adult) and will not co-operate in any way or is not willing to have their photograph taken, (or in the case of young children/babies cries during this session) – this is not the photographers fault and does not deem you the right to an alternative date or session for free. I will work with what I have on the day and I will happily rearrange a new shoot on an alternative date which will be charged at the current rate to cover the photographers time involved. In the case of a package deal you will only be charged for a session fee for the alternative date.

6.9 There is strictly no photography or videography in any form (which includes the use of items such as mobile phones) to take place during the session other than that carried out by the photographer – anyone found do be doing so will be asked to leave and will forfeit their session fee to cover the photographers time and work carried out.

6.10) Any damages caused to property, equipment, props

and any other item owned by the photographer, that are caused by the client or people/pets that are with the client – the client will be charged for the repairs or replacements at the cost value.

6.11) Please ensure you arrive on time for your session – anyone that arrives late and the photographer deems that there is insufficient time to complete the session you will be asked to rearrange and will be charged an additional session fee to cover the time lost by the photographer

6.12) There is no guarantee by the photographer of the amount of proofs that will be produced

6.13) The photographer is not obligated to provide the client with any additional images that are not already presented to them

7) Failure

7.1) Whilst every care is taken at every stage of the photographic process, Natalie Leech Photography Ltd shall not be liable to the client for any failure, in whole or in part, to fulfil her obligations of a booking where failure arises as a result of an event or circumstances beyond her control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.

7.2) Natalie Leech Photography can accept no responsibility for any losses incurred as a result of any such failure beyond a full refund of the original photo shoot fee (if payment has already been received).

8) Orders

8.1) Full payment is required when placing an order for prints / products – your order will not be fulfilled without payment in full.

8.2) Once you have placed your order you are agreeing the approval of the item/s and understand that no item can be altered or refunded once ordered.

8.3) Each item is bespoke and individually produced – for this reason there are no refunds

8.4) Every item is individually checked by myself for quality before you are invited to collect. Upon collection you will be asked to sign agreeing to the satisfactory quality of your items. Any anomalies in your order must be raised at the time of collection.

8.5) Once your order has been handed over you are responsible for its care. Any damaged caused is at the cost of the client.

8.6) Due to the custom nature of product orders the client does not have the right to a cooling off period.

8.7) By placing an order with the photographer the client is committing to buying the products ordered.

9) Delivery of items

9.1) All prints and products are to be collected by the client unless otherwise agreed and only in rare circumstances will it be agreed that items are sent via post or courier

9.2) If it is agreed that the items are to be posted, Natalie Leech Photography makes every effort to deliver photographs without risk of damage, however I accept no

responsibility for damage to any photographs whilst in transit if they are posted to you, and any loss or damages will be at the clients cost to replace.

9.3) All delivery dates are estimates. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and I shall not be liable for any losses, costs, damages or expenses incurred by the Client or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

9.4) Failure by the client to pay for any products or services when due shall entitle me to with-hold any services or goods until payment is received and the Client shall be liable for any costs incurred by the Supplier relating to such Goods.

9.5) Any delivery of Goods to be made to the Client's address – the Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

10) Changes To Terms And Conditions

10.1) My mission is to provide a high quality service to my clients. In order to do so I must reserve the right to change these terms and conditions without notice at any time.

11) Copyright

11.1) All copyright of photographic images remains solely with Natalie Leech Photography Ltd at all times.

11.2) The customer acknowledges that the photographic images supplied by the photographer constitute copyright material. Natalie Leech Photography Ltd retains the entire copyright in the photographs at all times throughout the

world.

11.3) No part of this website may be reproduced, stored or transmitted in any form or by any means. The reproduction by whatever means of the whole or part of any image displayed on this site is strictly forbidden.

11.4) Images shall not be added to, manipulated, any part removed or altered.

11.5) Any breach of these terms may result in legal action being taken.

11.6) There is strictly no photography or videography in any form (which includes the use of items such as mobile phones) to take place during the session other than that carried out by the photographer.

11.7) All images remain the property of Natalie Leech Photography Ltd and they will be used how the photographer sees fit.

11.8) Natalie Leech Photography Ltd holds the right to use any of the photographic and/or video material taken for the use of: advertising, use on websites, social media, leaflets, posters or by any other means in print and online. If you wish to remain anonymous please advise prior to your session and your name/s will not be mentioned.

12) Child Protection

12.1) A child is defined as a person under the age of 18 (The Children Act 1989)

I take the issue of child protection very seriously

Natalie Leech Photography Ltd hold the right to use any of the photographic material of the children it photographs for advertising, use on websites, social media, leaflets, posters or by any other means. If you specifically do not want to

allow your Childs' photo to be displayed by one of these means, written confirmation must be received by the parent or guardian of the child.

I will never reveal any personal details like the address of any child I photograph. However, some images may contain names / time and date of birth etc if that is the style of the photograph. These may be displayed unless written confirmation is received by the parent or guardian of the child stating that you do not wish for this information to be shown.

During the photo shoot there may be times when the photographer may need to assist in manoeuvring your child into a position or pose. You will always be asked if your child can be moved a position, and I will only ever do so with your consent (you will be made aware of what is happening at all times). Exceptions to this would be a baby session where it would not be practical to ask permission for every moment and movement of a baby where the photographer has to manoeuvre them to gain the poses desired – during such sessions you will be made aware of the plans and you are giving consent when you hand over your baby – you will however always be in sight of the photographer and what she is doing.

14) Image Editing

14.1) Image editing includes basic retouching of skin (removal of small blemishes and flakes of skin, creative input to enhance colours and backgrounds

14.2) Editing with your fee does not include editing that involves drastically changing someone's appearance

14.3) The photographer hold the right to charge additional fees for any additional editing or special requests by the client – any such requests will be accepted or declined on the discretion of the photographer and whether it is fitting with her style or techniques

14.4) Images are fully edited before being presented to the client and the photographer holds the right to charge the client as per point 14.3 for anything additional

15) Data Protection

15.1) Natalie Leech Photography Ltd will store your name, contact details and session information on a private internal database. These details will NOT be made available to companies or individuals outside of Natalie Leech Photography Ltd other than Law Enforcement, Legal Requirements and instances where it is required to fulfil your order

My full privacy policy can be viewed here: [**LINK**](#)

16) Privacy

16.1) Your information will be used to fulfil the services and works required to fulfil your session and order/s

16.2) Natalie Leech Photography Ltd may contact you by post, telephone, SMS text, social media messaging or email. But I will not sell or pass on your details to anyone else.

16.3) On social media sites your name / profile may be

'tagged' to photos or in posts – this is to draw your attention to the material shown

16.4) As per point 11.8 – Natalie Leech Photography Ltd holds the right to use any of the photographic and/or video material taken for the use of: advertising, use on websites, social media, leaflets, posters or by any other means in print and online. If you wish to remain anonymous please advise prior to your session and your name/s will not be mentioned.

17) Agreement

17.1) Upon booking you will be requested to complete a booking form. Anyone failing to complete this form will have their session cancelled by the photographer

17.2) Your agreement to undertaking any session with the Natalie Leech Photography Ltd you are fully accepting these terms and conditions