

Melissa Crouch
PHOTOGRAPHY



Terms & Conditions



MELISSA CROUCH PHOTOGRAPHY - TERMS AND CONDITIONS:

Thank you for your interest in a pet photoshoot session with Melissa Crouch Photography ("me/I/my/the photographer").

Please read these Terms and Conditions carefully, as they apply to your ("you/the client") booking ("Photography Services/photoshoot/session").

I am happy to answer any questions or concerns you may have in relation to these T&Cs at any time. However, continuing with your booking means you are agreeing with these terms. I reserve the right to change these Terms & Conditions at any time, and I will give reasonable notice to you if this happens.

GENERAL:

These Terms and Conditions constitute an agreement between the parties and supersede all previous agreements between the parties relating to its subject matter. No variation or agreed termination of these terms and conditions (or of any document referred to in it) shall be effective unless it is in writing. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. A person who is not a party to this agreement shall not have any rights under or in connection with it. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

ACCEPTANCE:

Your booking fee payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly and in writing, prior to accepting my service. No variation of this contract shall be recognised unless explicitly agreed to in writing. Any payment made to me (including the booking fee) indicates that you have read, understood and agreed to all the terms and conditions as set out in this document, in its entirety.

COPYRIGHT & OWNERSHIP:

The copyright and all other rights in the Photos shall be retained by Melissa Crouch Photography. The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction or modification of any images will constitute a breach of

copyright. This includes making copies or 'screen shots' of images shared by the photographer online. Sometimes the photographer may share previews or "sneak peeks" of your images, or gives you access to an online gallery of images. These images must not be copied, screen shot, downloaded, edited or altered in any way. If you wish to share photographs to your own network (i.e. Facebook, Instagram, Twitter, Pinterest, blog or any other online channels) you agree to do so only once you have purchased and paid for them. Clients or any other connected party are not permitted to take their own photographs at any pet portrait photography session.

RIGHTS TO USE IMAGES:

Under the General Data Protection Regulation 2016, in some circumstances photographs can be considered as personal identifiable information. The Client will be asked to detail their preferences for use of the images produced by the Photographer. This will include use of the photographs for business promotion, qualification panels, awards, instructional purposes or as work samples, including but not limited to internet use (e.g. social media and website based advertising) editorial use (e.g. book, blog and magazine articles) and promotional material (e.g. leaflets, brochures, business cards, postcards, galleries and competition entries).

RESERVATIONS & REFUNDS:

Your photography session is reserved only once the session is paid for in full. If you can no longer make it for any reason and want to give your booking to a friend or family member with a pet, that's fine - just let me know with at least 48 hours' notice. The new pet owner must agree to be bound by these terms in order to transfer the session. All bookings include a non-refundable deposit of £25.00 paid as part of the

fee. In the event that you are unable to attend or transfer your session to another person, then your non-refundable deposit will be lost.

HEALTH, AGILITY & GROOMING:

If you or your pet(s) are taken ill by an infectious disease, you must let me know and rearrange your session. This is to protect the health of all my clients and their pets. Your pet(s) must be in good physical health, and able to attend the session without having a detrimental effect on their wellbeing. Please take this into consideration when choosing the location of your photoshoot. Please ensure your pet's fur is brushed and clean before the session, and that your pet is in the condition you want to see in the final portraits. If a professional grooming session provides the best result, please book this for about a week in advance, so that your pet's fur has a little time to settle back and look natural, and so that your pet isn't stressed if he or she isn't a fan of being trimmed.

OTHER ANIMALS:

Other pets and animals may be in and around the location of your shoot. This may include but is not limited to other pets, livestock and wild animals. You must ensure your pet(s) are kept under your control at all time. Melissa Crouch Photography cannot accept responsibility for any accidents, damage or loss caused as a result of a pet not under the Client's proper control. It is recommended that any pet(s) attending a session with Melissa Crouch Photography has the appropriate insurance to cover such incidents.

PRICES & PAYMENTS:

The price for your photoshoot session will be as agreed at the time of booking. Prices on the website or on marketing materials may be out of date, and I reserve the right to adjust prices at any time without prior notice. All prices are in sterling (£). The full balance is to be paid in full before any photoshoot is undertaken. Payment can be made by Bank Transfer, Card Payment via PayPal, or via cash in person. Prices will include additional travel where necessary.

MY OBLIGATIONS:

I will use reasonable endeavours to supply the Photography Services described on my website and marketing materials in a professional manner. While my assistant and I will do our

utmost to help encourage your pet(s) to participate in the photoshoot, please bear in mind that pets have their own mind and don't always want to do what we want them to! In the unlikely event that I am unable to capture any high-quality portraits, I am happy to offer a free reshoot at the next opportunity. In the unlikely event that I am unable to capture any high-quality photos at the reshoot, my obligations to endeavour to provide the service will be met and no refunds will be given.

YOUR OBLIGATIONS:

You agree to ensure your pet(s) are under your control at all times, to cooperate with me in all matters relating to the Photography Services and to supply me with all information reasonably requested in order for me to carry out the Photography Services. You agree to make me aware of any issues with your pet (such as aggression, allergies, anxiety, nervousness etc) in advance of the portrait session. I reserve the right to decline to book or carry out any photography session or services that I deem to pose a health and safety risk to you, myself, my assistant, other people or other pets who may be in the vicinity.

SESSION TIMES & DURATION:

Please arrive on time for your session. If you are late, your session length may be reduced accordingly or cancelled, with no refund or reshoot provided. If a session duration is not specified as part of your package, I will end the session at my discretion when I determine that adequate images in terms of quality and quantity have been captured.

SPECIAL IMAGE REQUESTS:

I will make every effort to comply with requests for specific photos. Please ensure these are notified to me in advance of the sitting. Requests that are felt to be unsafe will be refused. It may not be possible for all of the images requested, or those expected, to be captured.

SHORTLISTING & EDITING:

Your photographer will carry out any shortlisting and editing necessary to prepare the images for your viewing and selection. The photographer's choice of image selection is final. Additional editing can be requested but is delivered at the photographer's discretion and

may incur additional charges. Images will be provided to the Client by online gallery.

ORDER SALES & FULFILMENT:

After completion of a photography session, images from the shoot will be reviewed and shortlisted by the photographer. Shortlisted photographs will be edited and then provided to the customer. Delivery times for edited images may vary and will be advised at the time of ordering, but is usually within 14 days.

IMAGE ARCHIVING:

Melissa Crouch will keep all images on archive for a reasonable amount of time (at least 30 days from the date of your photoshoot session), after which they may be permanently deleted. Once shortlisting and editing of the images has been completed, the full downloadable gallery will be shared with the Client who may then backup any digital files, and ensure the safe keeping of any images.

DATA PROTECTION:

Melissa Crouch will store Client names, contact details and session information privately and will not share these with any other business or organisation.

LIABILITY:

In the unlikely event of technical problems, photographic failure, injury or sickness beyond the Photographer's control, my liability shall be limited to a full refund of all monies paid. I will not be liable for any acts, events, omissions or accidents beyond my reasonable control, including strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, inclement weather or default of suppliers or subcontractors.

The limitation on liability shall also apply in the event that Photos are lost through equipment malfunction, are lost in the mail, corrupted or otherwise lost or damaged. My total liability for any breach, representation, act or omission (including negligence) shall be limited to my fee in relation to the Photo Services and I shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

In the event of incapacitating illness or injury to the Photographer, Melissa Crouch will have the option, whenever possible, to reschedule the Photo Services. In these circumstances, if we cannot agree a new date then I shall refund to you any fee paid in relation to the interrupted Photo Services in full, including the non-refundable deposit of £25.00.

Any directions issued to clients, their guests or employees during a photographic shoot/event are deemed to be at said person's own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

The Client is responsible for all of their belongings, including their pet(s), at all times whilst attending a photoshoot. Any motor vehicle or mechanically propelled vehicle used by the Client during the course of a photography session is done so at the owner's risk. The Photographer cannot accept liability for injury, loss or damage arising during a photoshoot, whilst travelling to or from a photoshoot, or whilst on location.

Melissa Crouch is not responsible for the quality of services provided by business partners or other third parties. Your statutory rights are not affected.

Melissa Crouch holds full Public Liability and Professional Indemnity Insurance.