TERMS & CONDITIONS

CONTRACT - refers to agreement of terms & conditions as set out below. CLIENT / OWNER / YOU - refers to the named parties to the contract. COMPANY / ME / I - refers to Scotia M McCombie as the photographer. SESSION - refers to the agreed photoshoot location, date & subject(s). PRODUCT(S) - refers to any item created from the agreed session.

1. PAYMENT -

Session payment is due in full upon booking. You are reserving me for your preferred date & I will refuse all further booking requests for that day. Additional product payments are due at point of order & prior to production, including any additional delivery fees. All sessions include 30 miles travel from EH30 (Central Scotland). Additional mileage is charged at 0.45p per mile with all other travel modes or any required accommodation agreed at client expense.

2. CANCELLATION -

Where you cancel - I will offer one alternative date in keeping with your booking - ie weekend / weekday at no additional cost. If the alternative date is unsuitable, I offer a Credit Voucher to the value of your session valid for 3mths. Subsequent cancellations by you invalidate this offer & your session payment is retained. Where cancellation is due to adverse weather I offer the next available date in keeping with your booking requirements. Where cancellation is made by me I will reschedule to a date suited to both parties or refund in full at client request.

3. CESSATION -

Where an in progress session is terminated due to subject misbehaviour, non-compliance or evident risk of injury to either party, I offer one re-shoot subject to my schedule availability, excluding travel expenses. Should the subsequent session be forced to terminate as above, any suitable* photographs captured are made available, however fees are non-refundable.

4. FORCE MAJEURE -

Where an event beyond the control of any party, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable & includes, without limitation - 'acts of God', storms, floods, fires, venue revocation for any reason, failure of energy sources, national or international disaster, calamity, government imposed sanction or restriction - I will reschedule an alternative date to suit both parties. In the event of proven subject loss, I refund in full with due compassion.

5. COVERAGE ·

While every effort is made to comply with client preference in regard to subject poses or creative ideas, I request reasonable artistic licence in order to deliver photographs which reflect the consistent high standard of my work. I reserve the right to decline any location which puts myself, handlers, subjects or equipment at adverse risk.

6. REFUND -

In the event of proven technical error I provide a no-fee re-shoot in keeping with your previous booking or refund in full. In the rare event any purchased product is evidently substandard I will have them reproduced. As an advance booking business, cancellations are not refunded within six weeks of session dates except on compassionate grounds.

7. GALLERY

Selection galleries do not extend to every photograph taken - the included number of images per session are hand picked for clarity across a variety of poses & expressions which represent the very best unedited files from your photoshoot. You are prohibited from utilising any unedited files by any means including but not limited to - social media sharing or screen grabs. Please note copyright information is included in this contract.

8. EDITING - (standard)

Fixed Fee Sessions are edited to plain black background as standard. Please advise prior to your session of alternative background preference, noting this may incur additional edit fees. Standard editing includes removal of any unwanted locational elements, leadropes, dog leads temporary blemishes or enhancing natural features. Digital removal of personal headcollars or dog collars is not included as specialist halters & collars are provided for session use.

9. EDITING - (creative)

Bespoke edits such as alternative backgrounds, multi-subject compositions or complete digital locations take considerably longer & are reflected in tailored session or additional product fees.

10. TURNAROUND -

Turnaround will vary, especially during summer months & holiday seasons (such as Christmas). While every effort is made to deliver quickly, I am unable to provide timescales within six weeks from point of order (not session date) as production variables are outwith my control.

11. STORAGE -

I do not store unpurchased photographs indefinitely. Online selection gallerys' are accessible until edited proofs have been agreed. Complimentary digitals are available to download for fourteen days after your products have been ordered - following which a fee of £35 applies to re-instate the gallery. This fee reflects the time necessary to recover & re-upload images.

12. LIABILTY -

I take every plausible action to ensure sessions are undertaken with the utmost safety. My public liability insurance covers only myself, my own equipment & my own vehicle. Owners are understood to accept liability should subject behaviour result in injury or damage to any party, location or venue & accept responsibility for any reasonable associated costs.

13. PRIVACY

As an equine & canine photographer I respect the owners' right to decline images being added to my portfolio with no repurcussion. I do not use images of owners or minors without express written permission, with the latter being from the current legal guardian. Requests to access photographs from any additional party are denied without express written permission from the booking payee.

14. DISCLAIMER -

Having read the information provided & proceeding with your commission you are agreeing to the terms & conditions set out within this contract & to the included COPYRIGHT information provided overleaf. This advises that as perpetual copyright holder I may use selected works freely without restriction or payment for the digital or printed business marketing & promotion of Scotia M Photography – with the exeption of exclusions set out above & recognition of your privacy indication below –

SIGNATURE		
NAME		
DATE		
I AGREE TO POR	TFOLIO USE	

I DO NOT AGREE TO PORTFOLIO USE