



Terms and Conditions – Family Reunion shoots

1. DEFINITIONS

“Client” is the party commissioning the photographer and includes the Client’s affiliates, assignees, and successors in title.

“Photographer” means Marge Bradshaw, the commissioned Photographer whose details are set out in the invoice(s) for the assignment.

“Fee” means the Photographer’s fees as set out in the description of services and invoice.

2. GENERAL

The Photographer will provide services to the client, providing the client has assessed all the risks that may occur.

The acceptance of the booking is based on agreement by the Client that they accept the terms and conditions stated in the below terms and conditions. It is the responsibility of the Client to read these carefully prior to completing their booking form and making full payment.

3. SESSION

The family reunion shoot includes the following items:

- A 20-minute relaxed, natural and fun photo shoot experience either at your home or an outdoor location as agreed in BL5/BL6
- Ten high resolution (hi-res) digital images, licensed to download and use for the Client’s own personal use.
- Option to buy professional prints / cards / gifts and further digital hi-res images from your private gallery (a price list of these can be provided at point of booking e.g. framed photographs etc)
- Gift voucher to put towards a 2022 family documentary session with me (which you can use or pass onto someone else!)

The shoot does not include additional copies of digital files or professionally printed goods other than those stated. These are priced separately and can be purchased separately.

The Photographer will use their professional expertise to manage the style and location of the shoot. The Client recognises that it may not be possible to capture any, or all of the images expected due to unforeseen factors such as other people in the background, in the vicinity, dull weather, or uncooperative family members. A shoot cannot be refunded or rearranged due to these circumstances which are out of the control of the Photographer.

The Client is not permitted to use personal cameras, mobile phone cameras and video recorders are during the session.

The Client is responsible for their children and pets during the shoot. The Client should undertake their own risk assessment of the site and be aware of the potential health and safety implications e.g. water.

The Photographer has both public liability and professional indemnity insurance.

4. EDITING/SELECTING PHOTOGRAPHS

The Client is unable to influence the editing process or style. The Photographer will use their creative and professional judgement to professionally edit the Client's photographs. Editing is a core part of the artistic process and delivery and uses a house style. Any additional edits completed are at the discretion of the Photographer and may be charged for. The Client is not permitted to buy RAW files from the Photographer.

Hi-res digital files will be provided within 14 days for download, along with social media suitably sized images of the selected photographs. The Photographer will provide a print release form with these images, meaning that the Client can use them for their own personal use (see also section 9: COPYRIGHT below).

The Photographer will advise on delivery timescales at point of selection for prints, albums or any other additional orders. For any and all additional orders, payment is due in full at time of order. All orders are final and cannot be changed or refunded for any reason. Orders that are inaccurately or incorrectly supplied, or items of poor quality can be returned and replaced with no charge to the Client. However, returns are not permitted for items ordered in error by the Client.

The Photographer uses a professional supplier for all prints, albums and frames. The Client is not permitted to specify which supplier is used. In addition, the Photographer will not be responsible for any poor reproduction or quality of items ordered by the Client independently using their hi-res digital downloads.

5. BOOKING AND PAYMENT

The total cost of the Family Reunion Shoot is discounted at £99. Special promotional discounts are not valid for these shoots as they are already heavily discounted.

After expressing interest, the Photographer will ask the Client to make a booking and pay the session fee of £99. Payment must be made by card at the time of booking. Payment is taken by Stripe.

The shoot is not secured until the Client has paid their session fee.

If extra orders are placed (e.g. for additional digital images or prints) payment will be required at the same time as selection.

6. CANCELLATION

If the Photographer has to cancel the family mini-shoot due to unforeseen circumstances, an alternative date will be arranged with the Client or a full refund will be offered.

The Photographer understands that the Client and/or Client's family can become ill. In the event of sickness prior to the session, the Client agrees to make every possible effort to inform the Photographer no later than 2 hours prior to the start time of the shoot. The session will be transferred to a new date suitable for both the Client and Photographer or a full refund will be given. In the event of the child falling ill during the session, the Photographer reserves the right to postpone and re-schedule at the convenience of the Client and Photographer.

The session will go ahead if the weather is dull or if it is lightly raining. If it is raining heavily, or the weather is deemed by the Photographer to be dangerous then the session will be postponed and a new date arranged.

7. FORCE MAJEURE

The Photographer shall not be liable for any failure or delay in the performance of any of such party's obligations under these Terms caused by any circumstances beyond such party's reasonable control.

8. COVID 19 AND GENERAL SAFETY

The safety of the Client and Photographer (and other members of the public) is vital during the shoot.

The Photographer and Client must disclose and go through the above cancellation procedure if anyone due to attend the session has had a fever or any other symptoms such as coughs, sickness or vomiting or has been in contact with anyone displaying Covid-19 symptoms, suspected of having Covid-19 or has had a Covid-19 positive test result at least 24 hours before their session. The shoot will be re-arranged, at no cost.

The Photographer and Client agree to keep a minimum 2 metre social distancing at all times until social distancing restrictions have been removed. The Client may be asked to help move their children and babies as requested by the Photographer to ensure safety during the session.

All parties will adhere to the Government guidelines on Covid-19 at the time of the shoot.

The Photographer retains the right to wear a face mask or alternative PPE should this be deemed necessary.

9. COPYRIGHT

Copyright of all photographs belongs to Marge Bradshaw Photography and are protected by the Copyright and Design act 1988.

No photographs may be copied or reproduced by any means photographic or otherwise by any person or machine other than by the Photographer or his appointed agent, unless the high-resolution pictures are purchased by the Client. Only then can these be reproduced for personal use only (thereby meaning not to alter or sell in any way for profit or competition entry) including use on social media.

The Client must not alter, add to, or manipulate a photograph released by the Photographer by using a computer or social media photographic package, for example with Instagram filters.

Snipping, cut and pasting and saving watermarked photographs from the online viewing gallery (i.e. from Pixieset onto Facebook, blog or any other online or offline channels) is illegal and therefore prohibited.

10. MODEL RELEASE

The copyright of all photographs is owned by Marge Bradshaw Photography. However, the Client gives permission to Marge Bradshaw Photography to use images from the session as outlined by the Client in the GDPR model release form signed by the Client on booking/at the shoot.

11. STORAGE

After 12 months from the Client's session date the Photographer will no longer be responsible for storing the Client's RAW or professional edited image files.

The Client is responsible for keeping a back-up copy of their images. The Photographer is not responsible nor is under any obligation to provide images again if the Client copy is corrupted, lost, or damaged.

12. FULFILLMENT OF OBLIGATIONS

The Photographer will exercise all reasonable skill and care to undertake their duties. However the Photographer will not be liable to the Client for any failure in fulfilling obligations which arise due to circumstances beyond their control which may include – but are not limited to – weather, illness, injury or major or minor equipment failure. In the event of any unforeseen circumstances causing loss of photographic record, the Photographer will return the full fee paid for the session plus the Client's travel expenses up to a maximum of 45p per mile.

13. PRIVACY POLICY

The Photographer is a member of the Information Commissioner's Office and has a [privacy policy](#) which outlines how the Client's personal data is used and stored.