

## Photography Business Terms and Conditions

### 1. Agreement to Terms

By booking a photography session and paying a deposit with By Sophie Photography, the client agrees to these terms and conditions. Please read them carefully.

### 2. Booking and Payment

- **Booking Fee:** A non-refundable booking fee of *discussed with By Sophie Photography* is required to secure the date and time of the session. This fee is part of the total cost.
- **Full Payment:** Full payment for services is due 7 days before the shoot date, unless otherwise agreed.
- **Payment Methods:** Payments can be made via bank transfer, which is provided on the invoice provided.

### 3. Cancellations and Rescheduling

- **Client Cancellations:** Cancellations made 14 days before the scheduled session are subject to a 100% refund, minus the deposit/booking fee. Cancellations made after this period are non-refundable.
- **Rescheduling:** Clients may reschedule a session if notice is given 21 days in advance. A rescheduling fee may apply.
- **Photographer Cancellations:** In the event the photographer must cancel due to unforeseen circumstances (e.g., illness, emergencies), a full refund or rescheduling will be offered to the client.

### 4. Session Details

- **Location:** The location for the session must be agreed upon prior to the event. Any location changes made after the agreement may incur additional fees.
- **Duration:** The session will last 45 minutes, with a grace period of 20 minutes allowed for late arrivals. Additional time may incur extra charges at a rate of \$50 per hour.
- **Client's Responsibilities:** The client is responsible for ensuring that all participants are ready and available for the session at the scheduled time.

### 5. Image Usage and Copyright

- **Copyright Ownership:** All images created by By Sophie Photography remain the property of By Sophie Photography. The client receives a license for personal use and reproduction of the images, but cannot sell, distribute, or modify the images for commercial purposes without written consent.
- **Usage Rights:** The client agrees to allow By Sophie Photography to use the images for promotional purposes (e.g., website, social media, portfolio). If the client prefers to keep the images private, they must notify the photographer prior to the shoot.

- **Retouching:** Images may be edited or retouched at the photographer's discretion. Specific editing requests should be made in advance, and additional fees may apply.

## 6. Delivery of Photos

- **Timeline:** Final edited images will be delivered within 3 weeks after the session, unless otherwise agreed upon.
- **Format:** Images will be delivered in high res & low res format. Physical prints may be available via website which incur additional fees.

## 7. Liability and Indemnity

- **Photography Equipment:** By Sophie Photography will take reasonable care to safeguard equipment and photography gear but is not liable for any damage to client property or injury occurring during the session.
- **Force Majeure:** By Sophie Photography will not be held responsible for any failure to perform due to circumstances beyond control (e.g., weather, natural disasters, power outages).

## 8. Privacy and Data Protection

- **Client Information:** All personal information provided by the client will be used only for the purpose of the photography session and will not be shared with third parties without consent.
- **Image Privacy:** By Sophie Photography respects the client's privacy and will not share or sell photos without permission, unless as part of a portfolio or promotional use with prior consent.

## 9. Conduct and Expectations

- **Professional Behavior:** The client agrees to behave professionally during the session, and any disruptive or inappropriate behavior may result in the termination of the session, with no refund.
- **Access and Permission:** The client is responsible for obtaining permission for photography at certain locations (e.g., private venues, restricted areas).

## 10. Miscellaneous

- **Amendments:** These terms and conditions may be updated periodically. Clients will be notified of any significant changes.
- **Governing Law:** This agreement will be governed by and construed in accordance with the laws of Busselton, Western Australia.