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Booking payment

Our photography package fees do not include products unless specifically stated for a special promotion. Once you have booked your photography session, you will be required to pay a retainer fee to confirm your booking. This payment is required within 48 hours of making your booking. Failure to pay in this time frame will result in the booking being cancelled with no notice. You reserve the time and date of your photography session by agreeing to this agreement in writing along with a non-refundable, non-transferable 50% retainer fee. No date is reserved until the retainer fee is received.

The balance due for the photography services must be paid in full no less than 7 days before the session date. In the event that the Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation.

You will be required to pay travelling fees to the location should it exceed the travelling fees that are included in your package. Once the photography session has taken place, NO refunds will be given under any circumstances.

In booking Pixie's Photography, you are making this choice due to Pixie's Photography's particular creative and personal style. Please do not expect Pixie's Photography to shoot in any other way than that of which you have seen unless photographer states otherwise.

Retainer & Payment

A retainer fee of 50% of the selected photography package is due at the time of booking to reserve your session. The retainer fee is non-refundable. Upon payment, the photographer will reserve the time and date agreed upon by both parties.

Prices are non-negotiable and only guaranteed once the retainer has been paid. The photographer reserves the right to offer your session date to another client after 48 hours if your retainer fee has not been paid in full. The remaining balance is due 7 days prior to your scheduled session. Payment can be made via cash or eft.

Model Release

This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Pixie's Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Coverage

Photographer will provide coverage for the date/s, location/s and continuous hours specified in your invoice. Additional travel or coverage hours may be added by agreement on the day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Cancellation refunds as follows

If client requests to reschedule, or cancel this agreement 8 or more calendar days before the session date, the retainer shall be applied to a mutually agreed upon rescheduled date. Cancellation within 7 working days or less of the scheduled session or failure to show-up at a scheduled session will result in the retainer being forfeited.

Refunds

If your digital images are damaged or lost prior to viewing your gallery for any reason by the photographer, only then will your retainer fee will be refunded in full. No refunds will be given for dissatisfaction with your images. Print products may not be returned for any reason other than damage or error on the part of the photographer at time of delivery. If your product is damaged on the part of the photographer, it will be exchanged and re-ordered for the same product, undamaged. If your product includes error by the photographer, your product will be exchanged and re-ordered for the same product, error free. There are no refunds or exchanges on any digital products. The Photographer guarantees a specific number of images provided to the client, and no refund will be given due to lack of subject cooperation.

At your photography session

We aim to make you feel very comfortable at your photo shoot. We will get you to pose using techniques that will help get the best shot. If at any time you are unhappy or uncomfortable with any of the poses, please let us know and you can choose how you wish to pose. If you are having a location shoot, please be aware that arrangements may have to be changed at the last minute due to weather conditions. Should this happen we will either move to another agreed location on that day, or rebook for another time. While every care is taken at every stage of the photographic process, Pixie's Photography shall not be liable to the client for any failure, in whole or in part, to fulfil their obligations of a booking, where failure arises as a result of an event or circumstances beyond our control, which includes, but is not limited to; equipment failure, inclement weather, illness or injury.

Exclusive Photographer

Unless agreed upon in advance, Pixie's Photography shall be the exclusive photographer retained for the session.

No camera is allowed during the session including smart phones to take pictures inside the studio or during the location sessions. I don't allow family or friends to take photos during my sessions for privacy purposes and because, frankly, other people taking photos from behind me can be distracting!

It is the responsibility of client to prevent family and friends from interfering with the Photographer's duties.

Photographer is not responsible for compromised coverage due to causes beyond her control such as the lateness of the client, or weather conditions. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

Tardiness

Tardiness on the client's part may result in reduced shooting time, which may result in less images presented by the photographer. The photographer cannot guarantee a time extension on sessions and will not cut into the shooting time of another session to make-up for lost time.

Weather Policy

In the event of bad weather conditions it will be at the photographer's discretion to cancel the scheduled photography session. The photographer will contact the client if necessary and the session will be rescheduled for another date. If a client selects to proceed with the scheduled session and rain, etc. limits the time and/or images that were able to be captured, the client will be charged for an additional session at the photographer's regular session rate to reschedule or shoot additional photos.

Harassment

Ensuring the appropriate behaviour of all guests and other persons at the session covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behaviour from any guest or other person at the session (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: Photographer will end the session immediately and leave the session, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold the photographer harmless as a result of incomplete photography coverage.

Viewing and ordering your photos

We aim to have your photos available to view within **2 - 3 weeks** of having your photography session.

Sneak peeks are uploaded to our Facebook page within **14 - 20 days** of your session.

Your photos will be uploaded to an online private gallery where you can view and download them. We reserve the right to perform editing such as softening skin tone, editing out items not desirable in the photo, or changing the size and shape of the photo. Should you require extra editing of your photos, you may be subject to an additional charge which you will be advised of at the time.

Receiving your printed products

We aim to have your printed products ready within **4 - 6 weeks** of your order being placed. You will be required to check your photos and products on collection. Any problems should be brought to our notice at that time so that we can rectify them. Should you discover any problems at a later date, please inform us as soon as possible.

Social Media

The Client may share Facebook albums and gallery links through use of "share" functions on social media sites or by using direct links provided by the photographer. Client does not have permission to copy, download, screen shot, or capture the photographs in any other fashion. Only watermarked images may be displayed on social media sites.

Ownership of photographs

All photos taken by our photographers remain the copyright of Pixie's Photography. We may wish to use some or all of your photos for promotional material within the studio, on our leaflets, website or Facebook Page. Permission is herewith given to Pixie's Photography to use any photograph for marketing, photographic competitions, exhibitions and display.

All photos purchased by yourself will be kept on our files indefinitely so should you need another copy, we can retrieve it for you (we will not be held responsible for the loss of any of these images). All other photos are subject to be removed from our files 6 months after being taken.

Prices and other charges

We reserve the right to change our prices at any time. The product price list available to you at your viewing / ordering session will be the one that was current at the time of you booking. If you postpone your booking fee payment, then the price list that is available at the time of postponing will be the one available for your new booking.

Data Protection

Your personal information will only be used to contact you regarding your enquiry or booking. We may occasionally send you updates. Please let us know if you'd rather not receive these communications. No information will be passed to third parties for marketing purposes. While we make every effort to ensure that both our online and offline systems are secure, we will not be held responsible for any unlawful activity that bypasses this process.

Negligence

If negligence on the client's part, the part of any models, or the part of any individuals that accompany the client to the photo session causes any equipment, props, or any of the photographer's property to malfunction or become damaged, that the client will be liable for the cost to repair or replace said item(s).

Copyright

Please note all photographs remain the copyright of Pixie's Photography. All images supplied to you are for your personal use only i.e. they are not for commercial use. Prior consent for the use of the images for any other purpose than for your personal enjoyment is to be sought from Pixie's Photography. Permission is herewith given to Pixie's Photography to use any photograph for marketing, photographic competitions, exhibitions and display.

Liability

Pixie's Photography will not be liable for any loss or damage suffered by the customer as a result of, inter alia, the following: Force Majeure (Acts of God), Fire, Hijacking, theft and related events, Malfunction of equipment, Loss of negatives, memory card and / or digital information etc by the development laboratory. The photographer will not be held responsible for unknown damage of film or digital equipment.

By booking a photo shoot with Pixie's Photography, you agree to these terms and conditions.