



**Nicci**

**Cell: 062 377 6778**

**Email: [info@pixiesphotography.co.za](mailto:info@pixiesphotography.co.za)**

**Web: [www.pixiesphotography.co.za](http://www.pixiesphotography.co.za)**

### **Booking payment**

Our photography package rates exclude products unless otherwise noted in a special promotion. Upon booking your photography session, a retainer fee is necessary to secure your appointment. This fee must be paid within 48 hours of booking. If payment is not received within this period, the booking will be cancelled without notice. By paying a non-refundable, non-transferable retainer fee of 50%, you are agreeing to this contract and securing the time and date of your session. The reservation is not confirmed until we receive the retainer fee. The outstanding balance for the photography services is required to be paid in full at least 7 days prior to the session date. Should the Client not make the payment as outlined, the Photographer reserves the right to terminate this Agreement immediately without any further obligation.

Additional travel fees will be charged if the distance to the location exceeds the travel allowance included in your package.

After the photography session has occurred, refunds will not be issued under any circumstances.

By booking Pixie's Photography, you acknowledge your preference for Pixie's unique creative and personal style. Please anticipate that Pixie's Photography will adhere to its signature style as showcased, unless the photographer indicates a change.

### **Retainer & Payment**

A 50% retainer fee of the chosen photography package is required at the time of booking to secure your session. This retainer fee is non-refundable. Once the payment is made, the photographer will reserve the time and date mutually agreed upon. Prices are fixed and are only confirmed after the retainer payment is received. The photographer may offer your session date to another client if the retainer fee is not fully paid within 48 hours. The remaining balance must be paid 7 days before your scheduled session. Payments can be made via EFT. All payments made via direct bank deposit will have an additional fee of R50 per R1000 deposited.

### **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**

The photographer will provide coverage for the dates, locations, and continuous hours specified in your invoice. Additional travel or coverage hours can be agreed upon on the day and must be paid in full before any photos or products are released to the client. While every reasonable effort will be made to capture requested pictures, no specific pose or photograph can be guaranteed. Any lists provided will serve solely for organizational purposes. The photographer may exclude images deemed substandard or redundant. The photographer will exercise professional judgment and discretion in selecting the photos to be delivered, and this selection will comprise all images made available to the client.

## **Cancellation refunds as follows**

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

## **Refunds**

If your digital images are damaged or lost before you have the chance to view your gallery due to the photographer's actions, your retainer fee will be fully refunded. However, refunds will not be issued for dissatisfaction with your images. Printed products can only be returned if they are damaged or if there is an error on the part of the photographer at the time of delivery. In such cases, the damaged product will be replaced and re-ordered as the same undamaged product. Similarly, if there is an error made by the photographer, the product will be replaced and re-ordered without the error. Digital products are not eligible for refunds or exchanges. The photographer commits to delivering a specific number of images to the client, and no refunds will be provided for lack of subject cooperation.

## **At your photography session**

At Pixie's Photography, our goal is to ensure your comfort during the photo shoot. We will guide you through poses that are designed to capture the best shots. If you feel unhappy or uncomfortable with any pose, please inform us, and you will have the freedom to choose your preferred pose. For location shoots, be advised that last-minute changes may occur due to weather conditions. In such cases, we will either switch to an alternative location on the same day or reschedule for another date. Although we take utmost care throughout the photographic process, Pixie's Photography is not liable for any unfulfilled obligations due to events or circumstances beyond our control, such as equipment failure, adverse weather, illness, or injury.

## **Exclusive Photographer**

Unless previously arranged, Pixie's Photography will be the sole photographer hired for the session. Cameras, including smartphones, are not permitted during the session, whether inside the studio or at location shoots. I prohibit family and friends from taking photographs during my sessions to ensure privacy and to avoid distractions caused by others shooting over my shoulder. Clients are responsible for ensuring that their family and friends do not interfere with the photographer's work. The photographer will not be held accountable for coverage issues arising from circumstances outside of her control, such as client tardiness or adverse weather conditions. The photographer is also not liable for any pre-existing site conditions that may adversely affect or limit photo coverage.

## **Tardiness**

Client tardiness may lead to a shorter shooting duration, potentially resulting in fewer images delivered by the photographer. The photographer cannot ensure an extension of session time and will not encroach upon another session's scheduled shooting time to compensate for any lost time.

## **Weather Policy**

Should adverse weather conditions arise, the photographer reserves the right to cancel the scheduled photography session. The photographer will notify the client if cancellation is necessary, and the session will be postponed to a new date. If the client chooses to proceed with the session and weather conditions such as rain restrict the duration or number of images captured, the client will incur the cost of an additional session at the photographer's standard rate for rescheduling or taking extra photos.

## **Harassment**

The client is responsible for ensuring that all guests and others present at the session behave appropriately. Should the photographer or their employee encounter any inappropriate, threatening, hostile, or offensive behavior 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—the photographer will terminate the session immediately and depart. Under these circumstances, the photographer will retain all payments made and the client will agree to indemnify and hold the photographer harmless for any lack of photographic coverage.

## **Viewing and ordering your photos**

Our goal is to make your photos available for download within 2 to 3 weeks following your photography session. Your photos will be uploaded to an online gallery where you can view and choose your favourites for editing. Your package will include a certain amount of edited photos. Additional edited photos can be purchased at R30 each. Unedited photos can be purchased at R5 each. Should you not choose your photos for editing within 14 days from them been uploaded, we will choose the images for your and our selection will be final. We retain the right to edit the photos, which may include softening skin tones, removing unwanted items, or altering the size and shape of the image. If additional editing is requested, an extra fee may apply, and you will be informed of this charge accordingly.

## **Receiving your printed products**

Our goal is to prepare your printed products within 4 to 6 weeks after placing your order. Upon collection, you are required to inspect your photos and products. Please report any issues at that time for us to address them promptly. If you encounter any problems later on, notify us immediately.

## **Social Media**

The Client is permitted to share Facebook albums and gallery links by utilizing the "share" features on social media platforms or through direct links furnished by the photographer. The Client is not authorized to copy, download, take screenshots, or capture the photographs by any other means. Only images with watermarks may be posted on social media websites.

## **Ownership of photographs**

All photographs captured by our photographers are the intellectual property of Pixie's Photography. We reserve the right to use any of your photos for promotional purposes within the studio, on our printed materials, website, or Facebook page. By this notice, permission is granted to Pixie's Photography to utilize any photograph for marketing, photographic contests, exhibitions, and displays. All photographs purchased will be archived for 5 years for your convenience, allowing us to provide duplicates upon request (we are not liable for any loss of these images). Any photographs not purchased may be deleted from our files 30 days after their creation.

## **Prices and other charges**

We reserve the right to change our prices at any time. The product price list provided during your viewing/ordering session will reflect the prices current at the time of your booking. Should you choose to postpone the payment of your booking fee, the price list in effect at the time of postponement will apply to your new booking.

## **Data Protection**

Your personal information will be used solely to contact you about your inquiry or booking. We might occasionally send updates; if you prefer not to receive these, please inform us. Your information will not be shared with third parties for marketing purposes. Although we strive to secure our online and offline systems, we cannot be held liable for any illegal activities that circumvent these measures.

## **Negligence**

Should negligence on the part of the client, any models, or individuals accompanying the client to the photo session result in malfunction or damage to equipment, props, or any property of the photographer, the client shall be responsible for the cost of repairing or replacing the affected item(s).

## **Copyright**

Please be aware that all photographs are the copyright of Pixie's Photography. The images provided to you are solely for personal use and are not intended for commercial purposes. Consent must be obtained from Pixie's Photography before using the images for any purpose other than personal enjoyment. Pixie's Photography is granted permission to use any photograph for marketing, photographic competitions, exhibitions, and displays.

## **Liability**

Pixie's Photography shall not be held liable for any loss or damage incurred by the customer due to, among other things, the following: Force Majeure (Acts of God), fire, hijacking, theft, equipment malfunction, or loss of negatives, memory cards, and/or digital data by the development laboratory. The photographer is not responsible for unforeseen damage to film or digital equipment.

***Booking a photo shoot with Pixie's Photography signifies your agreement to these terms and conditions.***