



TERMS & CONDITIONS

1. IMAGE DELIVERY

- i. Within 2 weeks of the shoot, the Client will receive a link to an online proofing gallery, containing minimum 20 images. If Client opted before the shoot to purchase all digital images, there will be no proofing gallery. See 1.iv.
- ii. From this gallery the Client can either select favourite images or purchase the full gallery. The amount of favourite images will depend on the package purchased.
- iii. No images, prints or products are included in the deposit.
- iv. Downloadable digital JPEGs will be delivered to Client within 3 weeks **from final choices and full payment**.
- v. Prints and hard-copy product orders will be ready for collection within 4 weeks of full payment being received.
- vi. Delay in payment or choosing images for download or print will result in a delay in delivery.
- vii. Postage of prints can be organised; this is at extra cost to the Client.
- viii. All prints and products included in the package price must be ordered within **3 weeks** of payment being received.
- ix. The Client(s) will not have access to any unedited images. **Digital negatives (RAW) files are never released** and remain the property of the Photographer.

2. CANCELLATION / POSTPONEMENT

- i. In case of short-notice (less than 48 hours) cancellation due to illness, the deposit can be re-used for another, rearranged session at the Photographer's discretion.
- ii. If a session is cancelled or postponed by the Client, with no good reason, less than 48 hours before the planned time, the deposit will be lost and a new one will need to be paid.

3. PAYMENT

- i. The Client agrees to pay a non-refundable deposit to Sinéad Patching Photography. Full payment of the non-refundable deposit is required to secure the session and confirm the services provided by the Photographer.
- iii. Deposit(s) are non-transferable unless otherwise agreed upon by the Photographer.
- iv. The final balance for the session is due within 24 hours of the session, or in cash on the day of the session.
- ii. If the Client(s) refuse to pay the final balance, the Photographer reserves the right to withhold the digital images and decline to provide any further services or prints unless or until the balance is paid. The Client shall also forfeit any fees already paid to the Photographer.

4. WEATHER

- i. If it is not possible for a session to take place on a scheduled day due to the weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

5. CO-OPERATION / NO-SHOWS / SHOT REQUESTS

- i. The Client(s) and Sinéad Patching Photography consent to cooperate and communicate happily with each other to achieve the best possible shooting results.
- ii. No additional time will be added to the session if the Client is late.
- iii. The Photographer is not responsible for missed images due to details not mentioned either on the booking form or during the shoot. This includes groupings, specific poses or shots.
- iv. If images are missed due to undisclosed details (see iii) a new photoshoot must be booked at the original fee if the Client wishes to try and capture them. The original session fee, including deposit, is non-refundable.
- v. It is the responsibility of the Client to ensure everybody is participating in the session. If anybody – including children and pets - refuses to partake this is not the Photographer's liability. The Photographer will try her best to engage with children, pets and Clients but cannot force anybody to smile, pose or participate.
- vi. Sinéad Patching Photography will advise on, but is not responsible for how hair, makeup, outfits, or poses look in the final images.
- vii. If Client and/or key individuals fail to co-operate during or attend a scheduled photoshoot, the photographer is not responsible and a new session will need to be booked at the original fee with a new deposit.

6. SAFETY

- i. The Photographer reserves the right to terminate a photoshoot if the Photographer experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the shoot(s); or in the event that the safety of the Client(s) or Photographer is in question.

7. COPYRIGHT + MODEL RELEASE

- i. English Copyright Law declares that the copyright remains with the Photographer. The Photographer grants the Client(s) permission to make copies of the images under the following conditions:



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- The images taken by the Photographer are for personal use by the Client and their friends or family.
 - Client may not resell, relicense, redistribute without express written permission from Photographer. **Images may not be edited or have filters applied to them.** Images may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Images may not be incorporated into trademarks, logos, or service marks.
- ii. Unless indicating otherwise in the separate GDPR form below, Client grants to Photographer the irrevocable and unrestricted right to use and publish photographs of Client/Client’s child(ren), or in which Client/Client’s child(ren) may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer from all claims and liability relating to said photographs.

8. LIMITATION OF LIABILITY

- i. Any concerns with final images must be filed with the photographer **before downloading the images.** By downloading the images to their computer or device, the client is notifying the Photographer that they are satisfied with those images. Images can be viewed in detail, without watermarks, before downloading.
- ii. Due to the unique nature of the service and products received, refunds or exchanges are not given unless there is evidence of a total loss of images or of cancellation by the photographer (see 8.v below)
- iii. Any other complaints must be filed with the Photographer within **one calendar month** of the shoot date. Complaints after this will not be valid.
- iv. In the very unlikely events of cancellation by the Photographer or of total photographic / technical failure resulting in inability to capture or loss of all images, liability shall be limited to a full refund of any fees paid, excluding deposit. If the Photographer has upheld their agreement to reserve that date, the deposit has been rightfully earned.
- v. Sinéad Patching Photography will not be liable for any damage to person or property during a photo session.
- vi. Any directions issued to Clients, their guests, family or employees during a photo session are deemed to be at said person’s own risk. The Photographer cannot be held responsible for any personal accidents during a shoot.

9. CREATIVE LICENSE, COVERAGE AND REPRODUCTION

- i. Photographs taken during the course of the session will be at the discretion of the Photographer, although every effort will be made to comply with the Client’s requests. Factors such as changes in lighting, location limitations or willingness of participants mean that the Photographer cannot guarantee any specific picture.
- ii. Due to varying lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
- iii. It is the Client’s responsibility to ensure their home is suitable for the booked photoshoot. Photographer is not liable for issues, either during the shoot or in final images, caused by location limitations in clients’ homes or gardens.
- iv. No retouching or photoshop work is offered on any images without prior agreement and/or additional fees.
- v. The photographer will advise on the best time of day for suitable lighting at outdoor sessions. If the Client declines the suggested time, the Photographer can not be responsible for the lighting conditions at the Client’s chosen time.

SIGNED.....

PRINT.....

DATE.....



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DATA PROTECTION – USE OF PHOTOGRAPHS

The success of Sinéad Patching Photography relies on the sharing of photographs. However, photographs of individuals - if the person in the image can be identified - are classed as personal data, and must therefore be protected under GDPR laws.

This means **no** image that could be used to identify the person will be shared by Sinéad Patching photography without explicit consent of the individual in the photograph their parent/legal guardian **before** the photoshoot takes place. This consent will be confirmed in writing before or at the beginning of any photoshoot, as Clients sign a copy of this document.

Anonymous images where the person cannot be identified (e.g. a baby’s foot, a hand or the back of a child’s head) are not protected as such, and can be shared freely by the photographer without consent.

Sinéad Patching Photography may use images of Client and Client’s child(ren) both online and offline, for marketing and also professional development such as competitions or in a learning environment. Below you will find a list of some of the places that Sinéad Patching Photography could potentially share your images.

Online

- The Photographer’s website (www.sineadpatching.com)
- The Photographer’s own public Facebook page
- Private Facebook groups or pages such as local groups for marketing, or private photography groups for competitions/professional development
- Elsewhere on Facebook – if people share an image posted by Sinéad Patching Photography
- Instagram – on Sinéad Patching Photography’s own public page or on a public page that features or shares images by other photographers.
- Other public websites, such as blogs who may feature Sinéad Patching Photography’s work, or those which run photography competitions
- Online magazines e.g. Photo Vogue Italia
- Online exhibitions
- Online advertisements created by Sinéad Patching Photography
- Online advertisements for other companies

Offline

- Business cards
- Leaflets
- Gift vouchers
- Printed magazines e.g. The Royal Photographic Society
- Exhibited in a gallery, either temporarily or permanently
- In sample printed products (e.g. albums, photobooks, or prints) in Sinéad Patching Photography’s studio.

By booking a photoshoot with Sinéad Patching Photography, you give your consent for any of the images taken during the shoot (even those you do not purchase) to be used in any or all of the scenarios above. If you consent to some scenarios but not others, please indicate which you do **not** consent to in writing when corresponding with Sinéad Patching Photography before the photoshoot.

If you **do not** consent to **any** images being shared in **any** location, please make this clear below when signing.

Consent can be withdrawn at any time, even after the photographs have been published to any of the above places, with some exceptions. Those that are online and controlled by the Photographer will be removed immediately. If another site or page has shared an image, they will be contacted by the Photographer with a request to remove it.

Business cards and leaflets etc can have the design changed so the image(s) in question are no longer included on future prints, but there is no way to recall previous designs once they have already been distributed. The same goes for publications in print: there is no way to remove images that have already been printed or published offline.

Sinéad Patching Photography will always seek additional consent when considering the use of one or more of your images for the more uncommon circumstances listed above such as adverts, competitions, exhibitions or publication, and you will have the right to say no to that, even if you agree to it on this form.

I (NAME) _____ consent / do not consent to my images being used in any of the above scenarios. I understand I can withdraw consent any time.

SIGN _____

DATE _____