



Terms & Conditions

PET PORTRAIT PHOTOGRAPHY

Thank you for your interest in a pet photoshoot session with Sarah Plater Photography ("me/I/my/the photographer"). Please read these Terms and Conditions carefully, as they apply to your ("you/the client") booking ("Photography Services/ photoshoot session").

I am happy to answer any questions or concerns you may have in relation to these T&Cs at any time. However, continuing with your booking means you are agreeing with these terms.

I reserve the right to change these Terms & Conditions at any time, and I will give reasonable notice to you if this happens.

GENERAL

These Terms and Conditions constitute an agreement between the parties and supersede all previous agreements between the parties relating to its subject matter. No variation or agreed termination of these terms and conditions (or of any document referred to in it) shall be effective unless it is in writing. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. A person who is not a party to this agreement shall not have any rights under or in connection with it.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

ACCEPTANCE

Your session fee payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly and in writing, prior to accepting my service. No variation of this contract shall be recognised unless explicitly agreed to in writing.

Any payment made to me (including the session fee) indicates that you have read, understood and agreed to all the terms and conditions as set out in this document, in its entirety.

COPYRIGHT & OWNERSHIP

The copyright and all other rights in the Photos shall be retained by Sarah Plater Photography. The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction or modification of any images will constitute a breach of copyright. This includes making copies or 'screen shots' of images shared by the photographer online.

Sometimes the photographer may share previews or "sneak peeks" of your images, or gives you access to an online gallery of images. These images must not be copied, screen shot, downloaded, edited or altered in any way.

If you wish to share photographs to your own network (i.e. Facebook, blog or any other online channels) you agree to do so only once you have purchased and paid for them. In addition, you agree to include the photographer's company name and Facebook page or Website in your posts.

Clients or any other connected party are not permitted to take their own photographs at any pet portrait photography session.

RIGHTS TO USE IMAGES

The Client agrees that the Photographer may use any of the photographs for business promotion, qualification panels, awards, instructional purposes or as work samples, including but not limited to internet use (e.g. social media and website based advertising) editorial use (e.g. book, blog and magazine articles) and promotional material (e.g. leaflets, brochures, postcards, galleries and competition entries).

RESERVATIONS & REFUNDS

Your portrait session is reserved only once paid for. Sessions are non-refundable, but if you can no longer make it for any reason and want to give your booking to a friend or family member with a pet, that's fine - just let me know with at least 48 hours' notice. The new pet owner must agree to be bound by these terms in order to transfer the session.

In the event that you are unable to attend or transfer your session to another person, then your session fee will be lost.

HEALTH, AGILITY & GROOMING

If you or your pet(s) are taken ill by an infectious disease, you must let me know and rearrange your session. This is to protect the health of all my clients and their pets.

Your pet(s) must be able to get onto and stay on a low podium/table used for the studio set-up (small pets can be lifted up). The podium is 1.2m wide by 1m deep and 30cm high.

Please ensure your pet's fur is brushed and clean before the sitting, and that your pet is in the condition you want to see in the final portraits.

If a professional grooming session provides the best result, please book this for about a week in advance, so that your pet's fur has a little time to settle back

and look natural, and so that your pet isn't stressed if he or she isn't a fan of being trimmed. Please clip your pet's nails to avoid scratches or damage to furniture, props and flooring used during the shoot.

OTHER PETS

Other pets may be in and around the building, although during your shoot, your pet(s) will be the only ones in the space used to create the portraits.

PRICES & PAYMENTS

The price for your photoshoot session will be as agreed at the time of booking. Prices on the website or on marketing materials may be out of date, and I reserve the right to adjust prices at any time without prior notice. All prices are in sterling (£).

The full balance is to be paid in full before any prints, albums or other products are ordered on your behalf.

Payment can be made by Bank Transfer, Card Payment via PayPal, or via cash/debit/credit card in person.

MY OBLIGATIONS

I will use reasonable endeavours to supply the Photography Services described on my website and marketing materials in a professional manner.

While my assistant and I will do our utmost to help encourage your pet(s) to stay in position, please bear in mind that pets have their own mind and don't always want to do what we want them to!

In the unlikely event that I am unable to capture any high quality portraits, I am happy to offer a free reshoot at the next opportunity.

In the unlikely event that I am unable to capture any high quality portraits at the reshoot, my obligations to endeavour to provide the service will be met and no refunds will be given.

YOUR OBLIGATIONS

You agree to ensure your pet(s) are under your control at all times, to cooperate with me in all matters relating to the Photography Services and to supply me with all information reasonably requested in order for me to carry out the Photography Services.

You agree to make me aware of any issues with your pet (such as aggression, allergies, anxiety, nervousness etc) in advance of the portrait session. I reserve the right to decline to book or carry out any pet portrait session or services that I deem to pose a health and safety risk to you, myself, my assistant, other people or other pets who may be in the building.

SESSION TIMES & DURATION

Please arrive on time for your session. If you are late, your session length may be reduced accordingly or cancelled, with no refund or reshoot provided. If a session duration is not specified as part of your package, I will end the session at my discretion when I determine that adequate images in terms of quality and quantity have been captured.

SPECIAL IMAGE REQUESTS

I will make every effort to comply with requests for specific photos. Please ensure these are notified to me in advance of the sitting. Requests that are felt to be unsafe will be refused. It may not be possible for all of the images requested, or those expected, to be captured.

SHORTLISTING & EDITING

Your photographer will carry out any shortlisting and editing necessary to prepare the portraits for your viewing and selection. The photographer's choice of image selection is final. Additional editing can be requested but is delivered at the photographer's discretion and may incur additional charges.

ORDER SALES & FULFILMENT

After the shortlisted images are shared with you (either online or in-person), you have 7 days to make a decision on which prints and other products you wish to order. I will remind you when the 7 days is nearly up. If I don't hear back from you within this period, I reserve the right to select your complimentary print (if any is included in your package) on your behalf.

Due to the nature of custom photography, all orders for prints, albums and other products are final and cannot be cancelled or refunded. Delivery times for prints, albums or other products additional orders may vary and will be advised at the time of ordering, but is usually within 14 days.

IMAGE ARCHIVING

Sarah Plater will keep all images on archive for a reasonable amount of time (at least 30 days from the date of your photoshoot session), after which they may be permanently deleted. It is the client's responsibility to make their order within the 7-day timeframe, backup any digital files, and ensure the safe keeping of any prints, albums or other products.

DATA PROTECTION

Sarah Plater will store Client names, contact details and session information privately and will not share these with any other business or organisation. A separate Privacy Policy is available on request.

continued overleaf

LIABILITY

In the unlikely event of technical problems, photographic failure, injury or sickness beyond the Photographer's control, my liability shall be limited to a full refund of all monies paid. I will not be liable for any acts, events, omissions or accidents beyond my reasonable control, including strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, inclement weather or default of suppliers or sub-contractors.

The limitation on liability shall also apply in the event that Photos are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged. My total liability for any breach, representation, act or omission (including negligence) shall be limited to my fee in relation to the Photo Services and I shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

In the event of incapacitating illness or injury to the Photographer, Sarah Plater will have the option, whenever possible, to reschedule or mutually agree with you a replacement photographer to carry out the Photo Services.

If we cannot agree a new date or a replacement then I shall refund to you any fee paid in relation to the interrupted Photo Services in full.

Any directions issued to clients, their guests or employees during a photographic shoot/event are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

Sarah Plater is not responsible for the quality of services provided by business partners or other third parties. Your statutory rights are not affected.

Sarah Plater holds full Public Liability and Professional Indemnity Insurance.

Sarah Plater
RELAXED PORTRAIT PHOTOGRAPHY
BICESTER, OXFORDSHIRE