

**This document details the current terms and conditions for Aneta Jeremiasova Portraits. When you are ready to book a date for your session, you will receive a link to an online version of this contract for you.**

Thank you for booking a portrait photography session with Aneta Jeremiasova Portraits (“me/I/my/the photographer”). Please read these Terms and Conditions carefully, as they apply to your (“you/the client”) booking (“Photography Services/photo shoot session/sitting”).

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 the Netherlands.

## **ACCEPTANCE**

Your booking and/or payment of your session fee 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 booking or 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. If this contract has to be enforced, you agree to mediation instead of court proceedings.

## **COPYRIGHT & OWNERSHIP**

The copyright and all other rights in the Photos shall be retained by Aneta Jeremiasova Portraits. The Photographer asserts the right to be credited as the author of the Photos.. Any unauthorized 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 give 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 Aneta Jeremiasova Portraits and Facebook page or Website ([anetajeremiasova.com](http://anetajeremiasova.com)) in your posts.

Clients are not permitted to take their own photographs at any portrait photography session.

## **RESERVATIONS**

Your portrait session experience is reserved only once paid for. Session fees are retainers and are non-refundable and contribute towards the photographer's time planning your shoot with you and creating and sending out your Welcome Pack.

## **RESCHEDULING & REFUNDS/CANCELLATIONS**

Sometimes it is necessary for the photographer or client to reschedule, for example due to injury or serious illness. If there are unavoidable circumstances that affect your ability to take part in our photo shoot session, then I am happy for us to reschedule once, within a three-month period. Please let me know as soon as possible that you can no longer make the session, and at least 72 hours in advance.

Please note that any new date will be subject to the Photographer's availability. I shall use reasonable endeavors to arrange an alternative date for your photo shoot session.

Please note that in the lead-up to Christmas and other special occasions, rescheduling may not be possible until the following year.

In the event that we cannot agree to another date, or if you are unable to attend your re-booked session, then your session fee will be lost.

Your session fee is non-refundable should you decide to cancel your portrait shoot.

Please note that all Gift Vouchers and Gift Certificates are non-refundable.

## **HEALTH**

If you are taken ill by an infectious disease, you must let me know and rearrange your session until you are fully recovered and no longer contagious. This is to protect the health of all my clients and my team of make up artists.

Please inform me on booking if you or anyone attending your photography session suffers from any health conditions including allergies, photosensitive epilepsy, medical issues, physical difficulties and disabilities etc.

## **PRICES & PAYMENTS**

The price for your photo shoot session will be as agreed at the time of booking. Booking your session by paying your session fee guarantees that you receive my current portrait rates. Sessions rescheduled by the client are subject to the prices current at the time of rescheduling. 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 euros.

All photoshoot sessions must be taken within 3 months of the session fee payment being made. Any exceptions to this need to be agreed in writing, and the current prices and booking conditions will apply.

The balance is to be paid in full immediately at the ordering session after the photoshoot, 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.

In the case of unpaid balance, a debt collection lawyer or debt collection company may be engaged. Related expenses will be added to the outstanding balance.

## **MY OBLIGATIONS**

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

I reserve the right to decline to book or carry out any portrait session or services .

## **YOUR OBLIGATIONS**

You agree to assist and 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 do everything you can and that I request.. Although I will do everything I can to make the experience engaging and enjoyable, you understand that I am not responsible for any photoshoot participants who refuse to cooperate, and that this may impact on the number and quality of the images I am able to capture.

It's not always possible to remove snot, sleep crusts, food crumbs or dribble and is rarely possible to fix creases and hair in Photoshop. In addition, it *a/ways* looks better to fix these things beforehand, so please make sure everything is how you want it to look in the final images *before* we take any pictures.

You agree to take responsibility for your own safety throughout your portrait session, recognising that there are additional hazards to watch out for in a professional photography studio, including, but not limited to, lights and light stands, background sheets and background stands, electrical equipment, trip hazards, fall hazards etc. If your child(ren) is posed in, on or near a prop or another member of your family, you agree to remain nearby, vigilant and responsible for their safety at all times.

You agree not to take pictures on your own camera or phone during the portrait session or reveal, nor to take screenshots from your online gallery.

## **SESSION TIMES & DURATION**

Please make every effort to arrive on time for your session and please let me know as soon as possible if you anticipate arriving late. If you are less than fifteen minutes late, your session length may be reduced accordingly. If you are more than fifteen minutes late, your session may be canceled, with no refund or re-shoot 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.

## **CREATIVE LICENSE**

You grant the photographer full creative license to shoot, help selecting images, edit images and deliver them in the style and method chosen by the photographer and reflective of the style and quality advertised by the photographer.

## **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 shoot. 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.

## **ORDER SALES & FULFILLMENT**

Please make your decisions on which images you'd like to keep and in which formats at the reveal and ordering session, as indicated by your photographer. Reorganizing the reveal and ordering session after this time will incur a small fee.

Due to the nature of custom photography, all orders are final and cannot be canceled, altered or refunded. Please note that any special offers and discounts only apply to your initial viewing and ordering session.

Delivery times for prints, albums or other products may vary and will be advised at the time of ordering, but is usually within five weeks. Please ensure to let me know if you move house between booking your photoshoot and receiving your order.

## **IMAGE ARCHIVING and GUARANTEE**

Aneta Jeremiasova will keep all purchased images on archive and provide lifetime guarantee on wall art and prints.

However it is your responsibility to backup any digital files you receive. Please create multiple backups on different devices, and ensure the safekeeping of any prints, albums or other products.

## **DATA PROTECTION**

Aneta Jeremiasova will store Client names, contact details and session information privately and will not share these with any other business or organization.

## **LIABILITY**

In the unlikely event of technical problems, camera/photographic failure, loss of image(s) before delivery to the client is made, injury or sickness beyond my 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 subcontractors.

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, I will have the option, whenever possible, to mutually agree with you as a replacement photographer to carry out the Photo Services. If we cannot agree 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 person's own risk. Aneta Jeremiasova cannot be held responsible for any personal accidents during a photographic shoot.

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

## **IMAGE PERMISSIONS RELEASE**

Being able to share the photographs I capture is an essential part of running a photography business – after all, seeing my work is usually one of the main reasons clients book me!

I also enjoy sharing your stories and images on my blog. These give you a page that's all about you, which is perfect for sharing with friends and family who are further away. I don't include surnames or address details more specific than a town or city.

If you object to the mentioned above, please send me your objection in writing.