

MHB Photography
5 Lambeth Close, Mackworth, Derby, DE22 4FE
Tel: 0793 6772830
www.mhbphotography.co.uk

Portrait Photography Contract, Terms and Conditions

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both MHB Photography and the Client, in writing.

BOOKING FEE

MHB Photography does not incur a booking fee but your appointment must be secured by paying your session fee in full at the time of your booking. Payment may be paid by cash, BACS transfer OR PayPal.

SESSIONS FEE

The session fee does not include any digital images or printing products and it must be paid at the time of your booking. Session fees are non-refundable except in the situation when MHB Photography cancels the booking. The Client can cancel a session but at least 24hr notice must be given in advance. In extreme circumstances such as illness or injury please get in contact as soon as possible and your appointment can be rescheduled to another date subject to availability.

PRICE OF PRODUCTS

Prints and products are available to purchase after your photography session and prices are in addition to the session fee

FULFILLMENT OF OBLIGATIONS

MHB Photography shall not be liable to the Client for any failure, in whole or in part, to fulfill their obligations where failure arises as a result of an event or circumstances beyond their control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury. The Client understands and accepts that the Photographic coverage will be as MHB Photography's professional expertise determines. Special requests are not binding instructions although every effort is made to comply with the Clients wishes. In the unlikely event of total photographic failure or cancellation of the contract by MHB Photography, liability shall be limited to a full refund of all monies paid.

ARTISTIC INPUT

MHB Photography shall be entitled to use their judgment regarding the style and artistic input in the production of pictures. This includes but is not limited to poses, props and number of images taken. Due the willingness of subjects it may not be possible to capture all the pictures requested, or images to the Clients full expectations. In the event of uncooperative children at a session of any kind, for any reason, MHB Photography may not be able to capture any, or all the images the Client may have requested or expected. The Client is responsible for all children at all sessions. Images are fully edited before presenting to Client. Additional edits are carried out at the discretion of MHB

Photography. MHB Photography reserves the right to charge the Client for additional editing to cover time involved.

COPYRIGHT

The 1998 Copyright, Designs, and Patents Act assigns copyright to The Reportage Company. You may not copy the photographs taken under this contact, or allow copies to be made photographically, electronically, or by any other means.

The Client may not (either personally or via a third party) alter or add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with, another picture.

FORCE MAJEURE

In the unlikely event of total photographic failure, injury or sickness beyond MHB Photography's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected. MHB Photography holds full Public Liability and Professional Indemnity Insurance

USE OF PICTURES

MHB Photography retains the right in all cases to use any pictures for the purposes of displays, advertising, portfolio, publication or promotion of its work.

RECEIPT OF PRINTED PRODUCTS AND WALL ART

All notifications regarding the poor quality of a product / wall art must be made in writing within 14 days of receipt otherwise MHB Photography will not be liable for any discrepancy .

If you choose to order digital files and have them printed at a place of your choice MHB Photography cannot be held responsible for the quality of the printing or the quality of the products. All digital files are provided as high resolution and it is the Clients responsibility to source a printing service that can provide prints using high resolution files.

COOLING OFF PERIOD

All portraits, prints, albums, frames are non-refundable. Orders are made to the Clients personal specification, (i.e. image number, print size, frame style etc.) the Client does not have the right to a cooling off period. By placing an order with MHB Photography you are committing to buy the ordered products.

RETURNS POLICY

Items can be returned if incorrectly supplied or quality is poor at the cost of Client and will be replaced at no extra. The original item must be returned first. Returns will not be considered for incorrectly ordered items or items ordered in error.