

Sarah M Photography Terms and Conditions

The "Client" (or "you/r") herein refers to the person or organisation, its representatives, successors, assignees, agents and affiliates or family members requesting the provision of photographic services and supply of photographs.

The "Photographer" (or "us/our/we") refers to Sarah M Photography and all its photographers, directors, shareholders, representatives, associates, assistants, affiliates and/or assignees.

Any payment made to us (deposit and/or final balance settlement) indicates that you have read and understood all the terms and conditions as set out in this document, in its entirety. Your payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly, and in writing, prior to accepting our service. No variation of the terms and conditions of this contract shall be recognised unless explicitly agreed to in writing. The commencement of the shoot signifies the acceptance of the Cost Estimate in its entirety, and the adoption of this agreement and all its terms and conditions by all parties.

This agreement shall be governed by the laws of the Republic of South Africa:

1. **Photography Rates & Packages**

Our rates and packages are valid for a limited time only and are subject to review from time to time, as we see fit. If you have received a Cost Estimate from us in the past or viewed our Packages on our website, you are by no means guaranteed of said rate, unless it is our current rate or has been expressly confirmed by us. Cost estimates are valid for 30 days only.

2. **Booking Reservation**

A deposit is required to reserve your photo session date and photography package with Sarah M Photography, as per our Invoice/Cost Estimate.

3. **Deposit and Payment**

Your session fee is made up of a deposit and balance, payable **before/on** your booking date and is **not refundable**. It covers our time and talent and secures your booking date at current prices (subject to change from time to time, which might include any future sessions). Full payment is to be received before the photography session unless otherwise agreed to by Sarah M Photography in writing. A session may be cancelled by Sarah M Photography in the absence of full payment. No images or products will be provided until we have received full payment, within the payment period agreed.

4. **Additional Fees**

The client is responsible for any additional travel fees at current AA rates, should we be required to travel more than 50km from Randburg, Gauteng.

Where additional expenses are incurred by Sarah M Photography due to changes in the original brief by the Client or by circumstances beyond the Photographer's control, the client agrees to pay such reasonable expenses and/or fees at the Sarah M Photography's normal rates.

Any additional fees due to the client's choice of location (e.g. entrance fees, venue fees, parking fees etc.) will be for the client's account. The client is responsible to confirm whether any such fees are applicable and for making any necessary arrangements in advance to use the relevant venue as location. Any prints, photo books and/or other products are additional, not included in your session fee and to be quoted on separately.

5. **Non-payment or Breach of Contract**

In the event of non-payment or other breach of this agreement by the client, the Client shall pay all the Photographer's costs and expenses incurred in enforcement of the terms of this agreement, including the Photographer's attorney's fee and the License to Use contemplated in this agreement shall not exist and be of no force or effect.

6. **Cancellation/Rescheduling of Photo Session**

Any deposits paid are **non-refundable**, should you decide to cancel your photo shoot. If you have to re-schedule, please do so at least 7 days prior to your booking date, so that we have time to fill your booking slot.

Should you/your child/ren be ill or have a family emergency, death in the family or any other life altering situation, you may reschedule your session – please notify us as soon as possible (preferably at least 24hr in advance if possible). Proof may be requested by Sarah M Photography.

If you have booked an outdoors/weather dependant photo session, we will contact and advise to re-schedule due to unsuitable weather, should your booking date be flexible. Your session will be moved to the next suitable/available date at no additional cost.

7. **Location, Session Duration and Punctuality**

The photo session duration will be according to your selected package at the location of your choice (additional travel costs may apply). For any family, maternity, couple or pet shoots, we suggest an outdoor location, which makes for beautiful, memorable images. Generally early morning or late afternoon is the best time to allow for ideal lighting conditions (exact time dependant on season).

Please be on time for your photo session, whether it is at your home, or on location. Please let us know if you are running late. However, please be aware that your slot will still start at the scheduled time and not at the time of arrival, which will result in less time for your session and possibly less final images. Please keep in mind that we may have other responsibilities after your session and therefore may have to cancel, if you are unreasonably late. In which case the client will forfeit the full session fee and will have to reschedule the session at an additional cost, when we have a suitable opening available.

8. **Copyright**

Sarah M Photography is hereby recognised and constituted as the Author of the commissioned works (images and products) produced and shall be the owner of the copyright therein in South Africa and throughout the world and acknowledged as such.

The client is hereby granted an Exclusive Licence for Use in South Africa (which may not be transferred or assigned without the express written consent of the Photographer) – for personal use only – conditional upon receipt of full payment by Sarah M Photography, within the payment period agreed. No other right besides those specifically included in the licence are granted in respect of the work(s). All rights not expressly granted to the client, remain the exclusive property of Sarah M Photography.

No images produced by Sarah M Photography may be edited or reproduced in any manner without explicit written consent. The client may not redistribute any photographs for profit, commercial endeavours, professional display, photographic competitions or any use other than your own private use. All photographic materials, including but not limited to digital files, remain the exclusive property of Sarah M Photography. RAW and/or unedited files will not be provided to the client under any circumstances.

9. **Editorial Use and Styled Shoots**

The Client and/or fellow Service Provider/s agrees to provide a credit line (by-line) in the form of the Photographer's trade name (Sarah M Photography) in type no smaller than the nearest text and immediately adjacent to the image used, or the editorial fee is converted to the full commercial rate. All service providers hereby agree to give credit to Sarah M Photography for all images produced and provided to them by Sarah M Photography, as described above.

No Archive: the image(s) may not be stored or archived after insertion and must be deleted.

10. **Model Release, Consent and Photographer's Use of Images**

Sarah M Photography retains the right to use the photographs or images in any manner, at any time and in any part of the world for self-promotional purposes – including but not limited to advertising, publication, publicity, display, web content or anything else promoting our business. The client hereby releases Sarah M Photography and its legal representatives and assigns from all claims and liability in relation to said photographs.

The client hereby consents and agrees that Sarah M Photography has the right to take photographs of you and/or your child(ren), pets and/or property, if applicable. The client hereby certifies that he/she is the parent or legal guardian of any minor(s) as represented in this contract, if applicable and have the legal right and authority to execute the model release, as stipulated in this contract, on behalf of the minor(s) – to be used as described above.

11. **Liability**

In the unlikely event that the photographer is injured, becomes too ill or are medically unable to photograph the session, Sarah M Photography will make every effort to schedule a makeup session at the next available date at no additional cost, or return the client's deposit should we be unable to do so. If the photographer cannot fulfil this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, we will return the client's deposit/fees paid, but shall have no further liability with respect to this contract.

Sarah M Photography takes the utmost care to prevent this, but in the unlikely event that images have been lost, stolen, damaged or destroyed for reasons within or beyond Sarah M Photography's control, liability is limited to the return of all payments received for the session or to schedule a makeup session at no additional cost to the client.

Although Sarah M Photography will do our best to avoid any accidents and/or incidents from happening, the client releases all employees of Sarah M Photography, from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session.

The Client agrees to indemnify and hold harmless the Photographer against all liabilities, claims and legal costs arising out of the Client's use of the photographs.

Sarah M Photography is by no means responsible for the quality of services (printing and other) provided by its business partners/other 3rd parties.

12. **Images & Products**

Sarah M Photography reserves the right to artistically interpret, photograph and represent any scene, for instance resulting in some images being colour and some B&W. Should the images be rejected for any reason whatsoever after the shoot, the client will still be liable for the payment of the Invoice based on the final Cost

Estimate in full. No License for Use will be granted in respect of rejected images notwithstanding payment as aforementioned.

Quantity of images depend on your selected package and final images are carefully selected by us. Sarah M Photography will do our best to ensure that you have a reasonable amount of final images, but there is no guarantee of the quantity of images provided, due to many factors and variables contributing to the photo session, including, but not limited to the weather, the cooperation of yourself, your spouse, children and/or pets, etc. – for which we will not be held liable. No images will be “re-done” on account of models not cooperating. All images provided are final and subject to the photographer’s discretion and creativity. If any additional photographs or editing is requested after final images have been supplied, it will be subject to an additional editing rate of R500/hr or part thereof.

You will receive some “teaser” images shortly after your photo session, either via WhatsApp (to share) or by email. You will receive a WeTransfer link with all edited high res images within 8-10 weeks of your photo session date or a USB drive – either collected from us or mailed to you through registered mail/courier to the address provided by yourself and at additional cost to you (to be quoted for on request).

Due to the nature of custom photography, all images/sales are final and cannot be cancelled should you order any prints, books etc.

Sarah M Photography will keep all images in archive for a reasonable amount of time (at least 1 year from the date of completion), after which it may be permanently discarded. Should you request archived images to be re-sent to you, an archive retrieval fee may apply. It is the client's responsibility to backup any digital files you receive.