

# Mini Session Terms and Conditions

Client Name: \_\_\_\_\_

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The abbreviation LLP referred to within this document means Nicole Chapman (nee Seeney) or Lavender Lane Photography ABN 11 870 967 522.

## **Mini Session Inclusions**

1. I/we understand that our Mini Session total cost is \$150 (inclusive of GST) which includes the following:
  - a. 20-minute mini session at the LLP Chermide West Studio
  - b. 5 edited high-resolution images
  - c. Use of the two sets available on the day
  - d. Option to purchase extra images for \$25 each, or five for \$100

## **Image / Photograph Ownership**

2. I/we agree that when purchasing digital images from LLP, that it entitles me/us to print and display the images for our personal use only.
3. I/we agree that we will not:
  - a. Re-edit the images;
  - b. Sell the images;
  - c. Commercially benefit from the images;
  - d. Claim the images as my/our own work.
4. I/we allow LLP to completely own the Copyright to all photographs (edited or otherwise) taken during my/our mini session.

## **Payment**

5. I/we agree that a \$50 non-refundable deposit is required at the time of booking, to secure our time and date.
6. I/we agree that the balance payment of \$100 will be made by credit card or debit card, on the day of the mini session.
7. I/we agree to be responsible for any fees and charges associated with the transactions.
8. I/we agree to forfeit our \$50 deposit if we do not provide LLP with 24 hours' notice that we are not able to make the mini session.
9. I/we agree that all monies paid to LLP are non-refundable but are transferrable to another date in the event of sickness.
10. I/we understand that we can purchase additional images for \$25 each, or five for \$100.
11. I/we understand and agree that we may not use any discount, voucher, Gift Certificate or Credit to purchase a mini session or to upgrade our mini session inclusions.

## **Time Frames**

12. I/we understand that an online Viewing Gallery will be provided via our provided email address approximately 3 weeks from the mini session.
13. I/we understand that Download Galleries will be provided via our provided email address approximately 3 weeks from our Order being submitted.
14. I/we understand that it is our responsibility to:
  - a. check our email account;
  - b. respond appropriately to the Viewing Gallery email including the submission of Orders and payment of any upgrade fees; and
  - c. download our Order within the time frame stipulated in the Download Gallery email.

### **Rescheduling**

15. I/we understand and agree that we can reschedule our mini session if I or anyone participating in our mini session is unwell.
16. I/we understand and agree to notify LLP with a minimum of 24 hours' notice if I/we are unable to attend the mini session, failure to do so will result in the forfeit of the \$50 non-refundable deposit.
17. I/we agree to accept the new date and time provided to me/us from LLP.
18. I/we agree that if we cannot attend the new date provided by LLP, or if LLP cannot offer any other times for the relevant mini session, that we will accept a photography credit with a 6 month expiry date.
19. I/we agree that any credit provided by LLP will be in the full amount of all monies paid to LLP in respect to the postponed mini session.

### **General Terms and Conditions**

20. I/we agree that to assist and cooperate with LLP in obtaining the desired photographs.
21. I/we agree that LLP will not be responsible for photographs not taken or of poor quality as a result of client's failure to provide reasonable assistance or cooperation, or by arriving late to the mini session.
22. I/we agree that whilst LLP will take reasonable steps to capture great photographs of children, I/we acknowledge that LLP is not responsible for the unwilling participation of my/our child.
23. I/we agree to wholly indemnify LLP and all of its staff, representatives, agents, contractors and sub-contractors from any liability whatsoever arising from any injury sustained during my/our mini session or while at the property/studio owned, hired or leased by LLP to conduct my/our mini session.
24. I/ we agree to take full responsibility for my/our children, LLP has no responsibility for my/our child's safety and I/we will compensate LLP for any item belonging to LLP that has been damaged or broken by my/our child, excluding the excretion of urine or faeces by my newborn baby.

25. I/we agree that in the event of mechanical failure, theft of equipment or damage to equipment during a mini session or after which results in the failure of my/our images being processed, that LLP is not liable whatsoever. In such circumstances I/we will reschedule another mini session with LLP and relinquish LLP from any responsibility to recover any lost images.

**Children**

26. I/we are the parent/guardian of the child/children listed below and agree to the terms and conditions contained herein on their behalf.

Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**Client Signature/s**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_

Full Name: \_\_\_\_\_ Full Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_