

1. The abbreviation LLP referred to within this document means Nicole Chapman (nee Seeney) or Lavender Lane Photography ABN 11 870 967 522 and its staff, representatives, sub-contractors or students.

Mini Session Inclusions

2. I/we understand that our Mini Session total cost is \$200 (inclusive of GST) which includes the following:
 - a. A 30-minute Christmas Mini Session at the LLP Chermshire West Studio
 - b. 7 edited high-resolution images
 - c. Use of 2 sets on the day (time permitting)
 - d. REAL Santa; and
 - e. Option to purchase extra images for \$25 each, five for \$100 or the whole gallery for \$150.

Image / Photograph / Video Ownership

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

Payment

5. I/we agree that a \$100 non-refundable deposit is required to be made when making the booking, and that this deposit will not be refunded under any circumstance.
6. I/we agree that balance payment of \$100 will be made by contactless card at the time of my/our photoshoot.
7. I/we agree that all money paid to LLP are non-refundable.

Time Frames

8. I/we understand that an online Viewing Gallery will be provided via our provided email address approximately 10 days from the photoshoot.
9. I/we understand that Download Galleries will be provided via our provided email address approximately 10 days from our Order being submitted.
10. I/we understand that it is our responsibility to:
 - a. check our email account.
 - b. respond appropriately to the Viewing Gallery email, Order Confirmation email and the payment of any upgrade fees.
 - c. notify LLP of any changes in email address; and
 - d. download our Order within the time frame stipulated in the Download Gallery email.

Rescheduling

11. LLP reserve their right to postpone/reschedule the mini sessions if there is a Covid related Lockdown, if a member of the LLP team is sick and unable to work or if there is an emergency preventing the LLP team to operate that day.

12. I/we agree to accept a postponement date and to make my / our best efforts to be available for the fresh date.
13. I/we agree that if I/we do not make our best efforts to be available for the rescheduled date, then we will forfeit our deposit.
14. I/we agree to provide LLP a minimum of 24 hours' notice if we are unwell and unable to attend our mini session.
15. I/we agree that if we fail to give LLP a minimum of 24 hours' notice that we forfeit our deposit.

General Terms and Conditions

16. I/we agree to arrive 10-minutes prior to our scheduled mini session so that an LLP member can check us in, check our temperature, take the balance payment, and help us make sure we are 100% picture ready.
17. I/we agree that to assist and cooperate with LLP in obtaining the desired photographs and videography.
18. I/we understand that our mini session is for 30-minutes only and that the mini session will strictly conclude on time. I/we understand and agree that if we arrive late to our scheduled mini session appointment, that this will reduce the amount of time available to take pictures.
19. I/we agree that if we fail to turn up for our scheduled mini session appointment, that we will forfeit our \$100 deposit.
20. I/we agree that LLP will not be responsible for photographs or videography not taken or of poor quality because of my/our failure to provide reasonable assistance or cooperation, or by arriving late to the photography session.
21. I/we agree that whilst LLP will take reasonable steps to capture great photographs and video of children, I/we understand that LLP is not responsible for the unwilling participation of my/our child.
22. I/we agree to wholly indemnify LLP and all its staff, representatives, agents, students, contractors, and sub-contractors from any liability whatsoever arising from any injury sustained during my/our photoshoot or while at the property/studio owned, hired, borrowed, or leased by LLP to conduct my/our photoshoot or associated appointments.
23. 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.
24. I/we agree that in the event of mechanical failure, theft of equipment or damage to equipment during a photography session or after which results in the failure of my/our images or video being processed, that LLP is not liable whatsoever. In such circumstances I/we will reschedule another photoshoot with LLP and relinquish LLP from any responsibility to recover any lost images.
25. I/we agree that if this Contract is disputed in Court or a Tribunal that LLP may recover all legal fees spent directly or indirectly on a full indemnity basis.
26. I/we agree that all images or print products ordered by me/us are final once the time frame in the Order Confirmation email has expired and that after that expiry date, no image or product in an Order can be refunded, exchanged, or returned.

Use of Images by LLP

27. I/we agree that LLP may at their discretion, use the images and video taken of me/us and my/our child/children in her Portfolio to be used for online and print advertising / marketing.

Covid-19 Safe Plan

28. I/we acknowledge that LLP has provided me with the relevant Covid-19 Safe Plan and that we will abide by this business policy.

29. I/we acknowledge and agree that pressuring LLP or any of its representatives to breach their Covid-19 Safe Plan, may result in the immediate termination of my/our photoshoot or appointment and that a refund will not be provided for any money already paid.

REAL Santa

30. This year we have hired a REAL Santa. All going well, Santa will be in character and be in full attendance on the day. Clearly LLP cannot control if Santa is sick and needs to reschedule / cancel. In the unlikely event that Santa is unable to attend, it will be near impossible to reschedule Santa to align with our calendar. If that is the case, we will reduce our overall fee to \$150 and the mini sessions will move on as planned, but without Santa.