

Cake Smash & Splash

Photographer : Louise Pollitt Photography

Client :

1) SESSIONS FEES The session fee covers the photographer’s time to undertake the photography session, talent and time to artistically edit the images to a high standard. The payment of the £50 will secure a session slot for you with the balance due on the day of the session depending on what package is chosen. Session fees taken for any photography session are non-refundable except in the event Louise Pollitt Photography cancels the booking. The Client may cancel a session at any time but in doing so shall forfeit any monies paid. If you or your children are sick, please give 24 hours’ notice to reschedule your session. If 24 hours’ notice is not given or client is a no show, the session fee will need to be paid again in order to re-book the session.

2) PRICE OF PRODUCTS The prices of all packages are available on the website at [www.louisepollittphotography.com](http://www.louisepollittphotography.com). Prints or digital images are available to purchase. The edited digital images will be supplied with a print release form. The session fee covers the photographer’s time to undertake the photography session, talent and time to artistically edit the images to a high standard. No negotiations will be entered into regarding the client requesting less of a package for a smaller fee. The packages prices cannot be lowered to suit the clients needs.

3) FULFILLMENT OF OBLIGATIONS Louise Pollitt Photography shall not be liable to the Client for any failure, in whole or in part, to fulfil its obligations where failure arises as a result of an event or circumstances beyond its 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 Louise Pollitt Photography’s professional expertise determines. Special requests are not binding instructions although every effort is made to comply with the Client’s wishes. In the unlikely event of total photographic failure or cancellation of the contract by Louise Pollitt Photography liability shall be limited to a full refund of all monies paid.

4) ON-LINE GALLERIES / ORDERING Proofs will be available for your online gallery session within 3 weeks. All print orders are due within 3 weeks of the gallery going online. The Client is responsible for viewing and ordering within 3 weeks of the gallery going live. There is no guarantee that any particular number of proofs will be produced. Louise Pollitt Photography is not obligated to provide the client with any images that are not already presented to them. For all orders, payment is due in full at time of order. All printed orders are final and cannot be changed or refunded for any reason due to their bespoke nature.

5) ARTISTIC INPUT Louise Pollitt Photography shall be entitled to use its judgement 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 to the willingness of subjects it may not be possible to capture all the pictures requested, or images to the client’s full expectations. In the event of uncooperative children at a session of any kind, for any reason, Louise Pollitt 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 Louise Pollitt Photography, and Louise Pollitt Photography reserves the right to charge the Client for additional editing to cover time involved.

6) COPYRIGHT & REPRODUCTION Copyright is retained by Louise Pollitt Photography at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of Louise Pollitt Photography. The Client may not alter or add to or manipulate a picture by any means or reproduce a picture in whole or in part as an element within, or as a montage with, another picture without Louise Pollitt Photography’s written permission. Where a breach is discovered, the Client will be liable for the full cost of digital images. Permission to reproduce a picture for personal use only (not commercial) is granted to the Client by Louise Pollitt Photography and a Print Release Form will be supplied with the edited photographs via electronic transfer or on a USB. Digital images may not be altered or edited in any way as this is a breach of copyright. Client understands that the photographer is not responsible for colour and print quality for prints obtained through vendors outside of Louise Pollitt Photography.

7) USE OF PICTURES Louise Pollitt Photography retains the right in all cases to use any pictures for the purposes of displays, advertising, portfolio, publication or promotion, of its work.

8) RECEIPT OF PORTRAITS, WALL ART OR PRODUCTS All orders are presumed to have been received in good condition unless the Client notifies Louise Pollitt Photography in writing of any discrepancy or error within 14 days of receipt.

9) COOLING OFF PERIOD All portraits, canvases, frames, etc. are non-refundable. Orders cannot be cancelled due to the custom nature of the products. Orders are made to the Client’s 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 Louise Pollitt Photography you are committing to buy the ordered products.

10) RETURNS POLICY Incorrectly supplied items and items of poor quality can be returned and will be replaced at no extra charge to the Client. The original item will need to be returned first. Returns will not be considered for incorrectly ordered items or items ordered in error by the Client

11) INJURY & ILLNESS LIABILITY It is the responsibility of the client to inform the photographer of any allergies upon booking. The photographer will not be held liable in the event that a child is found to be allergic to any of the ingredients used to make the cake. The photographer has the cakes professionally made by a third-party. Items may contain or have come in contact with nuts.

12) COOPERATION / NO SHOWS Photographer is no responsible if client and/or key individuals fail to appear or cooperate during the sessions. If the photo session must be rescheduled due to the clients’ cooperation, additional fees will apply. In addition, lateness will impact on the length of the session and photographer is not responsible for carrying out the full session if the client arrives late. The session will be shorter in time due to client lateness.

12) ENTIRE AGREEMENT This agreement contains the entire understanding between photographer and client. It supersedes and prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived.

Contract Agreement

Between -

Photographers Name : Louise Pollitt Photography

Photographers Signature :

Signed on :

And -

Clients Name :

Clients Signature :

Signed on :

Agree to the terms and conditions as stated in the above schedule.