

Client Contract

Life with Lou Photography

***By paying your session deposit/payment as required for your session - you are agreeing to the terms below. If physical signature is not received, you are still agreeing to this contract by making payment and securing a date and it will be dated to the date and time of your initial payment. (There may also be an optional to additionally sign on my device on the day of your session).**

Rescheduling & Payment Terms (Please read)

***Payment Terms:** A non-refundable deposit of 20% (minimum \$100) is due when booking to secure your session date for FULL PRICED SESSIONS. Remaining amount will be due at least 1 week prior to your session. (2 weeks prior to due date for newborn sessions). You are welcome to pay in full, or pay your session off leading up to the date.

***All sale and mini sessions – payment is required in FULL to secure your booking. Due to the discounted nature of these sessions, payment/pricing is NON-REFUNDABLE,** however if cancelled due to sickness or weather your session fee may be rescheduled or price may be used towards another session of your choice. (Additional payment may be required if new session is of a higher value).

***By paying the deposit/payment, you are agreeing to the terms set out in this invoice. Bump to babe sessions also require a payment prior to maternity. This will be listed on your invoice.**

*Rescheduling: Sessions can be rescheduled up to 7 days prior to your session date. Rescheduling within less than 7 days will result in a reschedule fee of \$100. In the event of illness or bad weather, we can reschedule your session to the next available date, that works for us both. Please reschedule if you have been unwell of any type of illness in the 7 days prior to your session - I am very flexible and will work with you. (Due to sickness or weather there will be no reschedule fee).

*In the event of cancelling your session - If providing more than 7 days notice of your original booked session date you will only forfeit your 20% deposit. If less than 7 days notice is provided - you will forfeit full session costs.

The 20% booking fee/deposit is non-refundable.

Sickness Terms (Please read)

* We ask that if you or your children (or anyone in your home) are showing **ANY** symptoms of being unwell or have been unwell in the 7 days prior to your scheduled session – (OF ANY KIND – COVID/COLD/FLU/GASTRO/VOMITING ETC) - that you let me know asap so we can reschedule your session to another suitable date. (This is at no additional cost at all). I work with a lot of new babies and immunocompromised clients, so illness is very important to me. I appreciate your understanding. Also unwell kiddies don't particularly love photo sessions and may not be their happy little selves.

*If you are to arrive to your session unwell, appear to be unwell or your child has become unwell on the journey to the location - **I will not shoot** and we will need to cancel your session. You may be able to reschedule your session with a reschedule fee of \$100 plus a travel fee of \$100 will be charged if this was an outdoor location. This will be discussed at the time, or after your allocated session time.

* In the unfortunate event of illness / severe weather – we will reschedule the date / time to the next best available date to suit us both. Your session will not be refunded due to illness or weather.

*Please also note that these sickness and covid terms also apply to myself and my family as well as my studio is located within my

family home. If we are unwell or have contracted any sickness – we will also need to reschedule to a new session date.

Weather Terms (Please read)

*If Life with Lou Photography recommends a reschedule for weather and client still wishes to go ahead knowing this - I will not provide a reshoot due to the circumstances – if the session does not turn out as expected.

*If the weather unexpectedly turns during a shoot (without me recommending a reschedule). It will be up to my discretion with providing a reshoot pending on many circumstances. We will talk about this during or after this shoot if this happens.

Gallery / Turn Around Time and Package Terms (Please Read)

* All packages include final, fully edited digital images in both high & web size/social media resolution, via digital download and will be available *within 3-4 weeks approximately from your session date*. Copyrights of images remain with Life with Lou Photography, final images are licensed for your personal use and come with printing rights.

*Please note sometimes galleries may take longer due to unforeseen circumstances – I will try and keep you updated if your gallery is taking longer. You may opt for a priority express (within 24 hours from session), or fast tracked editing (48-72 hours from session) - additional fees are required for this, please contact me for more information.

* I aim to provide a "sneak peak" from your session within 48 hours, usually send to you via text or message and posted to my social media. (Please let me know if you would prefer not to have yours posted to my social media.)

* Full gallery will be available for viewing and selecting images within 3-4 weeks. Images are delivered digitally and must be downloaded within 30 days. It is the customers responsibility to ensure your gallery is downloaded and backed up within the 30 days.

*You can opt to upgrade to a full gallery at anytime after receiving your finished gallery – there will be an additional cost for this as per outlined on your invoice.

* You will be presented with no fewer images then listed in your session package as per your invoice.

*Although many more images may be taken, any images with closed eyes, motion blur, or does not meet my personal quality standards will not be shown to you. Life with Lou Photography chooses to only show the best images from your session. However, if the client has a specific request in regards to the chosen images every effort will be made to fulfill their request.

*I have two new options to fast track your gallery turn around time – Priority express you will receive your gallery within 24 hours post session and Fast Tracked your gallery will take 48-72 hours post shoot. (Additional Fees apply – Please view the info regarding your session, or ask me about exact pricing for your session).

***Life with Lou Photography** will **NOT** under any circumstance provide any unedited or RAW images to clients.

*Life with Lou Photography does not store RAW/unedited or Final Edit Image files for longer than 6 months.

*Your gallery will remain online for 30 days. If the gallery is removed from the online platform and the client requests access to the images after 3 months, there will be an additional cost of \$50 for reloading your gallery. (If possible and images are still accessible).

Indemnification:

*The photographer is under no obligation to capture any specific moment or pose or person(s) during the shoot. Whilst every effort will be taken to capture a range of images no re-shoots or refunds will be given should any children or adults not co-operate with the photographer.

*Use of your own camera, phone or recording device is NOT permitted during the session.

Social Sharing Terms:

*Should the Client want to post the photographs on the Internet via Facebook, Twitter, Tumblr, Instagram, and/or any other social media outlets. This agreement will serve to allow posting low-resolution or high- resolution photos to social media sites, only in the case that **Life with Lou Photography** is credited and that photos are **NOT** altered with your own editing or filters.

*Additionally, it is understood that the client will NOT remove, or have removed, watermarks from viewing gallery images or images that Life with Lou Photography has uploaded to Facebook or their website.

Client permission:

* The client grants permission for the photographer to use any images from your photo shoot for promotional, advertising and/or editorial purposes, including but not limited to the photographer's portfolio, website and social media accounts. The client agrees that they are signing this agreement for all parties involved in the photo shoot including any persons under the age of 18.

*Please let me know if you would prefer your images to be kept private. This is usually an option on your booking form, or I do always ask prior to sharing.

Fees:

*The non-refundable booking fee/deposit of 20% or FULL PAYMENT of sale and mini sessions is payable within 24 hours of receiving your invoice to secure your session dates / and current pricing.

* This can be paid by bank transfer (details below – and will also be listed on your invoice) and will be taken off your total invoice amount. (Occasionally different bank account details may be used which will be mentioned to you via message). If you are booking your session through external booking programs like the Usession Website – Payment will be taken via card through the website itself.

* Other fees are listed through this contract for purposes of rescheduling, travel fees, gallery upload fees etc. Please contact me if you have specific questions regarding particular fees.

Bank Transfer:

Name: Louise Aldis – Life with Lou Photography

BSB: 062 692

ACN#: 46481571

Reference: Your first & last name

*(Please triple check you have entered the correct bank details - unfortunately if entered incorrectly it may not always bounce back).

*If booking a Full Session (not sale or mini) - (You are welcome to make multiple repayments or pay in full) between deposit and final balance - just send me a message to let me know when you make payment).

Location:

*The Client shall not share any of the location details to another party unless first permitted and agreed to by the Photographer.

Cancellation and refund policy:

*If an illness or situation prevents the session from taking place, the client must notify the photographer 24 hours prior to the session. The deposit fee is transferable to another date agreed upon by both the Client and the Photographer. No refunds will be given for situations outside of the photographers control, this includes the photographers schedule of availability changing, photographers health and wellbeing and weather events.

*No refunds will be provided for change of mind.

*Sessions without a set date must be booked and had their session within 12 months of booking/payment date. Sessions with rescheduling of any kind must be used within 12 months of original booked session date. Vouchers are valid for 12 months from date of purchase. Outside of these dates – your session will not be re booked and is classed as non refundable.

Maternity Clause:

*Should the Client go into spontaneous labour prior to their maternity session, the maternity session package pricing is transferable to an alternative session (additional payment may be due if the new package is of a higher value then original package). With the balance to be paid at least 7 days prior to the new agreed date.

*There will be NO refunds for this situation.

*The Client understands the value of the maternity portion (\$350) of the Bump to Baby package, is not the same value as booking a stand alone maternity session, and may incur additional fees at the time of the photoshoot. If the package is a SALE Bump to Baby package – the value will be less – please check with Lou for specific details on your particular sale package.

Limit of Liability

*The photographer is not responsible for any injuries inflicted upon any participating parties. The client is responsible for any children or adults in the session and releases the photographer from any claims against their person or their business.

Additional Terms

*There may be additional specific terms and conditions for your specific package/mini session/sale session as outlined on the booking website / booking form or the details for the session. These may not be listed on this contract however are terms set specifically for that particular session. Eg. Christmas Minis, Motherhood Minis etc. Please read all details thoroughly.

The client has read and understood the terms above. The Client hereby agrees to the terms of this agreement, for all participating members of the session.

If you have any questions please don't hesitate to contact me. I look forward to meeting you and making some beautiful memories together.

I confirm that I have read and understood this contract, and I agree to enter into this contract with Life with Lou Photography -

***By paying your session deposit/payment as required for your session - you are agreeing to the terms below. If physical signature is not received, you are still agreeing to this contract by making payment and securing a date and it will be dated to the date and time of your initial payment. (There may also be an optional to additionally sign on my device on the day of your session).**

Clients Full Name:

Date:

Signature:

Photographers Full Name: Louise Aldis – Life with Lou Photography

Signature -

A handwritten signature in black ink, appearing to be 'Louise Aldis', written in a cursive style.