



Pure Moments Photography  
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Phone 021 2733 311

Yes, this is the 'ho hum' bit, but it is all necessary so please have a read, tick the acceptance box on your online booking form, ensure you have filled out all your other info, then click Submit.

Please contact me if you have any questions, I am only too happy to answer any queries you have.

## Terms & Conditions

In the following Terms and Conditions 'the Photographer' shall mean Linaire Vipond, trading as Pure Moments Photography. 'The Client' shall be the person/s on the booking form.

These Terms and Conditions cannot be varied in any way by the Client unless such conditions are expressly agreed by the Photographer in writing.

- 1. Payment:** Your booking is confirmed upon receipt of a signed contract and a 25% deposit. Bank details will be emailed upon receipt of your booking. This deposit is non-refundable but is transferable to another time, subject to availability, to be within six months of the original booking date, and at the Photographer's discretion. The balance of your session cost is required two business days prior to your booked session. If full payment is not received, your booked session will not go ahead.
- 2. Images:** Digital images will be processed and available as an online gallery within 30 days of your photo shoot. The creation of images, and content of the gallery is at the sole artistic discretion of the Photographer. To ensure the best print quality, it is recommended to use a reputable photographic print lab. The Photographer is not responsible for printing errors or for quality of prints or products printed.
- 3. Limitation of Liability:** In the unlikely event that Pure Moments Photography is unable to deliver photos due to technical malfunctions beyond reasonable control including, but not limited to the equipment operation and image processing, the liability of the Photographer will be limited to the refund of all money already paid to the Photographer for this photo session. The Client releases the Photographer from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session.
- 4. Re-shoots / Refunds:** Re-shoots are determined at the discretion of the Photographer. If Pure Moments Photography is unable to perform the services due to illness, emergency, weather conditions, or causes beyond their reasonable control, Pure Moments Photography and the Client shall make every attempt to reschedule the photo shoot within the next month. If a rescheduled photo shoot is unable to be agreed upon, Pure Moments Photography shall return the deposit to the Client but shall have no further liability with respect to the contract.
- 5. Image Usage:** The Photographer retains the copyright on all images and reserves the right to use the images for marketing purposes such as use on their website, social media, print, and other forms.
- 6. Copyright:** Pure Moments Photography shall retain copyright ownership of all works created, including, but not limited to all images in their original and processed formats. On payment for the provided service, the Client purchases the 'personal usage' license off the Photographer. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Pure Moments Photography. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind. The Client's prints and files are for personal use only and shall not be used for profit, commercial endeavours, professional display (unless shot as a Personal Branding Session), or in competitions.

7. **Photography of Minors:** The Client gives Pure Moments Photography permission to photograph any minors to be included in the photo shoot. The Client undertakes that the Client is the parent or legal guardian of any minor to be included and has full right and authority to grant this consent on behalf of such minor and has the full and unrestricted consent of any other parent or legal guardian of the said minor. The Client further undertakes that no order of Court prevents the photography of the said minor/s.
  
8. The Client indemnifies Pure Moments Photography harmless for any and all injury to the Client or the Client's property during the photo shoot and the immediately surrounding events in relation to any injury beyond the immediate and reasonable control of Pure Moments Photography.

The Client has read and understands the terms of this contract with Pure Moments Photography and by ticking the Terms and Conditions box on the website booking page, and submitting that form you agree to all terms and conditions set out in the above contract.