



<http://www.silverashphotography.co.uk> | [info@silverashphotography.co.uk](mailto:info@silverashphotography.co.uk)

## Terms and Conditions

This document contains the terms and conditions for your agreement with Silver Ash Photography. It must be agreed to before the session can go ahead.

Most of the items listed here are either common sense or are explaining how I work, which is generally in a similar way to other professional family portrait photographers. If you have any issue with anything here, please feel free to contact me to discuss it.

There are six sections, covering the following:

- 1. Before booking a session** - particularly relevant if you are considering booking with Silver Ash Photography - please read this before booking.
- 2. Before the booked session** - covers what happens if either of us needs to postpone or cancel etc, and parking arrangements
- 3. At the session** - covers arrival times, responsibility for your children and what happens if there is a problem
- 4. After the session and post-processing** - covers the images that will be produced and what happens if things don't go to plan, and also what you can request
- 5. Ordering** - covers minimum orders, and the timescales for receiving your goods
- 6. Copyright** - explains my copyright policy. It is extremely important that you read and fully understand this section.

At the end there is a space for you to sign and date this document, which will usually happen at the session along with the model release form if you choose to sign it.

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## 1. Before booking a session

**1a. Photographic Style.** Silver Ash Photography is a creative business. Images are produced in a style unique to the photographer, Rosanna Ashworth-Jones. Certain styles can often be incorporated upon request but ultimately images are the creative vision of the photographer. It is strongly recommended that you view the gallery at <http://www.silverashphotography.co.uk/gallery> to ensure this is a style you like.

**1b. Travel Times, mini session.** If my travel time one way is likely to be over 30 minutes for a *mini* session, a small surcharge of £15 is payable. I will not travel over 45 minutes away for a mini session unless you can find a second person to book a session on the same day too – the surcharge would also be waived in this case. As a rough guide this would cover all London SE postcodes, and some London E postcodes and some of Kent and Essex. Central London will attract the surcharge. You are very welcome to travel to these areas for the session of course, and will need to for Studio Days.

**1c. Travel Times, full session.** For full sessions I will travel for an hour for free (roughly the areas described in 1b) and up to 90 minutes with a small surcharge for travel – please check with me to see if I cover your area.

**1d. Number of people.** The session price covers either up to four people, or immediate family (i.e. those who live under the same roof). For more than four non-immediate family members, please add £25 per person to the prices above. This also gets you an extra 1-2 proofs per person.

**1e. Session Fee.** Silver Ash Photography requires payment of the session fee *in full* at least 48 hours before a session is secured or the session cannot usually go ahead. Newborns can usually be done at less notice, however the session fee will still need to be paid before the session can begin.

**1f. Shooting Times.** Silver Ash Photography prefers to work at weekends, however weekday evenings are also acceptable. It is occasionally possible for other weekday daytime sessions to take place, but there are no guarantees and a reasonable amount of notice will usually need to be given.

**1g. Customer Priority.** In general, Silver Ash Photography books an average of one session a week to ensure each client gets the attention they deserve as one session is around a week's work. Occasionally sessions may become clustered together which may delay post-processing work, but you will be informed of this when you are ready to book. The first customer to book in a particular week will take priority for their session being completed, so it makes sense to book as early as possible.

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## 2. Before the booked session

**2a. Unexpected scheduling issues.** In the event either of us need to postpone due to unforeseen circumstances, a reshoot will occur as soon as is practically possible at no extra charge.

**2b. Scheduling issues on my side.** In the event unforeseen circumstances on my side mean we cannot complete the session before a particular cut-off date you require, Silver Ash Photography will refund everything already paid without quibble. Should you rebook within 3 months, any discounts and special offers you were promised will still apply.

**2c. Scheduling issues on your side.** In the event unforeseen circumstances on your side mean we cannot complete the session before a particular cut-off date you require, and you wish to cancel with under 14 days to go, you will be refunded 50% of all deposits/package fees already paid, and the remaining 50% will be held as a credit on your account for a future session. If you cancel with over 14 days to go you will be refunded in full.

**2d. Access to the location.** If your home is not easily accessible by car (e.g. in central London) and/or parking is tricky, Silver Ash Photography may choose to arrive by public transport. In this event, the amount of equipment and props brought may be restricted, but this will be discussed beforehand.

**2e. Parking at your home.** Adequate parking nearby at the client's expense must be arranged and provided by the client for home-based sessions if public transport is not being used.

**2f. Parking on location.** It is the client's responsibility to ensure reasonably convenient parking (if required) near a location session if the client has suggested the location, however Silver Ash Photography will help research if required. The client has no obligation to help with parking charges for location sessions unless the charges are unreasonably high.

**2g. Model release forms.** Silver Ash Photography will offer you a model release form to sign *at the session*. This form permits the images from the session to be used on my blog, or my gallery or even for marketing. All image use will be anonymous. Legally in the UK, this does not have to be offered as the photographer holds full rights to an image and can reasonably do as they wish, however this form is offered for the sake of clarity and to avoid future confusion over rights issues. If you do not sign the form, your wishes will be respected and no images will be used online or as marketing material, nor will the session be blogged. Some discounts may depend on this form being signed. This is something you should consider before the session begins.

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### 3. At the session

**3a. Photographer late to a session.** Silver Ash Photography always aims to be on time to sessions. However occasionally things go wrong, especially with London traffic. If there is a delay over 15 minutes you will be contacted with a revised time of arrival. If the delay is over an hour, Silver Ash Photography will offer you 25% of the session fee as a print credit and/or you have the choice to postpone.

**3b. Client late to a session.** Silver Ash Photography will wait 30 minutes before contacting the client if the client does not appear. If the client cannot be contacted, Silver Ash Photography will not wait any longer than 45 minutes. Silver Ash Photography reserves the right to wait no longer than an hour after the scheduled time for a session to begin regardless of communication.

**3c. Non-fault problems at the shoot.** Silver Ash Photography will do the best possible to ensure the session goes without a problem. However in the event of an insurmountable issue with the shoot that is nobody's fault (e.g. a park is unexpectedly closed) we may need to postpone and shoot another time.

**3d. Client problems at the shoot.** Silver Ash Photography reserves the right to retain up to 50% of the session fee if the fault is entirely with the client (e.g. the person who is to be photographed does not show up) to cover travel costs and time.

**3e. Photographer problems at the shoot.** If there is an insurmountable issue with the shoot that is the fault of Silver Ash Photography (e.g. equipment failure) and the session cannot go ahead, you will receive a print credit of 50% of your session fee to use against your order. You also have the option to cancel your session and receive a full refund.

**3f. Client cameras.** Clients are not permitted to use their own photographic equipment during a session unless it is a part of the session.

**3g. Small children.** Clients are strongly requested to keep young children out of the way when equipment is being set up, and to be supervised at all times by a responsible adult when in the area we are using for a studio.

**3h. Client requests.** Silver Ash Photography will do the best it can to incorporate poses you require, however nothing can be guaranteed and the session does have a time limit.

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## 4. After the session and post-processing

**4a. Blogging the session.** Unless otherwise requested, the session will be blogged *once you have ordered* on my blog at <http://www.silverashphotography.co.uk>. It will contain 3-5 small proofs and some text, identifying the client by only initials, surname or first name.

**4b. Timescales.** Mini session proofs (5 to 10 individual poses with style variations) will usually be available within a week. Full session proofs (20-30 individual poses with style variations) may take 1-3 weeks. You will be advised at the session what the likely wait will be. In some circumstances, not all the proofs will be fully post-processed until they have been ordered - the benefit to you being a much shorter time to wait until you see your gallery. This is something that will be discussed with you at the session.

**4c. Unexpected delays.** Unforeseen circumstances may mean Silver Ash Photography cannot process your images in the times suggested above in 4b. You will be kept informed if this happens, and if the delay is beyond 3 weeks you will be offered appropriate compensation in the form of print credits.

**4d. Client requests.** Silver Ash Photography will do its best to incorporate requested styles, however nothing can be guaranteed. Silver Ash Photography will take reasonable requests for editing and retouching, although extensive work may be subject to a fee which will be discussed with the client. Silver Ash Photography can sometimes produce further copies of an image in an alternate styles (e.g. a sepia version) if requested for no extra charge, so please do not hesitate to ask.

**4e. Crop ratios.** Silver Ash Photography provides proofs in the best standard crop ratio for the image. Alternative crop ratios can usually be produced for no extra charge if requested. Please make the photographer aware at the session if you have a particular crop ratio in mind for certain poses - for example you may have a particular frame you wish to use.

**4f. "Missing" photos.** Most poses taken at the session will not be shown as proofs as they may not be of a sufficiently high quality. Hundreds of photos are usually taken, but only a few are suitable for viewing. The others usually have issues such as blinking, unfortunate expressions, have technical issues, are basically duplicates or are otherwise not up to the high standard Silver Ash Photography requires for final images. These ones are deleted once the proofs to show have been chosen.

**4g. Digital negatives.** Silver Ash Photography **will not** give out RAW files (digital negatives) to any customer under any circumstances.

**4h. In person ordering.** In every case you will be able to order with the online image gallery, but for more local customers Silver Ash Photography may offer in person ordering in your home.

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## 5. Ordering

**5a. Print credits and discounts.** Session print credits will be reduced by the amount of any global discounts. For example a 20% discount and a £50 print credit means you will receive a £40 print credit.

**5b. Minimum order.** There is NO minimum order fee. This is compensated for by the higher session prices with sizeable print credits available.

**5c. Gallery timescales.** Your online gallery will remain available for **one week**. An early bird discount of 5% may apply if you order within the first five days. If you need your gallery rehosted, an administration charge of £25 may apply. Like most other photographers, your gallery time is limited to enable me to manage my workflow effectively and to be fair to all my customers. Orders need to be prepared and assembled, checked over once they arrive back and sent out to the client which all takes valuable time when another customer's images may be scheduled to be worked on.

**5d. Ordering the products.** Orders will only be placed with my suppliers upon full payment from the customer. There are absolutely no exceptions.

**5e. Substitutions.** Silver Ash Photography will do its best to provide products as described or shown, but occasionally we may need to substitute products of equal quality or better. You will be informed if this is the case and will have the chance to cancel or change your order.

**5f. Product timescales.** Print orders will normally be with you within ten days, however items such as canvases may take two weeks. Specialist frames could take even longer. You will be advised at the time and kept updated.

**5g. Repeat orders.** Once you have made your first order, you are very welcome at any time to order again - the gallery will be rehosted for free.

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## 6. Copyright - extremely important.

Silver Ash Photography retains the copyright on every image, and you have a license to use any images you purchase as follows:

### **What you can do with your images:**

- You can create prints for any purpose, except where personal or for-profit business gain results.
- You can use images on product and merchandise for personal use or gifts
- You can use images on your PC, for example for desktop wallpaper or screen saver.
- You can use images online subject to giving credit and copyright to 'Silver Ash Photography'

### **What you can *not* do unless permission is given:**

- You **cannot** use the images in any way that could result in personal or for-profit gain, this includes submitting them for competitions/modelling etc.
- You **cannot** scan, photograph or otherwise process electronically any printed images for the purposes of gaining a digital copy.
- You **cannot** print any digital file beyond 12x8 inches in size.
- You **cannot** duplicate any printed images in any form.
- You **cannot *modify*** digital images except for the following: resizing using the same aspect ratio, saving to a different file format (e.g. tiff, gif).
- You **cannot** claim the images as your own, or anyone else's other than Silver Ash Photography.
- You **must** include all copyright and EXIF information (where relevant) with the image.

Silver Ash Photography will provide a print release form with any digital files containing the details above to give to any print laboratory that questions your right to print these images.

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Silver Ash Photography will always strive for the best in customer satisfaction, so if you have any issues or complaints, please contact me and I will do my best to sort things out as fairly and reasonably as possible.

If you have any questions, please do not hesitate to contact me at the email address listed at the top of the page, or via my contact page.

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**I agree to the terms and conditions above:**

**Signed:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

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