



Adrian Baughan

Oxford Dog Photography

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Contractual conditions for private pet photography sessions

- 1. DEFINITIONS:** For the purposes of this agreement the "Client" is the party commissioning the "Photographer". For the purposes of this agreement the "Client" shall, where the context so admits, include their respective assignees, sub licensees and successors in title. 'Photographer' means Adrian Baughan or any affiliates of Oxford Dog Photography.
- 2.** In commissioning a photography session from the photographer, the client or 3rd party gift recipient agree to be bound by these standard contractual conditions:
- 3.** The Client agrees that the full session fee is required at the time of contract acceptance. Upon payment the Client agrees to a pre-event consultation before the session in order to establish the actual shooting date, time and location (if not already completed). This consultation can take place in person, or via telephone, Skype or email correspondence. The Client also agrees to an Ordering Session post-event where printed proofs or the digital files will be presented to the Client for the purpose of ordering Artwork, prints and products.
- 4.** The Client shall assist and cooperate with the Photographer in capturing the desired images, including but not limited to specifying pets, persons, and/or scenes to be photographed; taking time to pose pets and themselves (if desired) for photographs at the Photographer's direction. The Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation (including lack of cooperation from pets).
- 5. Copyright and licence:** The Photographer retains copyright to the images and reserves the right to use the images for portfolio, promotional and commercial purposes where desired or required. The Client will have the opportunity to purchase prints, artwork and other printed products at the viewing & ordering session, to be scheduled within four weeks of completion of editing the final images, held at the photographers premises, at the Client's home, or another mutually agreed venue. The Client will be provided with watermarked digital images suitable for sharing online for any image they purchase in print or product. These digital images are not to be altered, edited, or modified in any way, including removal of the watermark. Sharing online is permitted and encouraged with appropriate credit to the Photographer.

The Client is granted a personal print license for any high resolution digital files purchased, allowing the printing of those images for personal use only, not for resale or commercial usage.

The Client may not sell, redistribute, or enter any images in a contest without express written permission from the photographer.

6. Any prints, products or digital files purchased may not be altered or edited in any way, nor watermarks removed (where applicable). Cropping of high resolution digital files is permitted for the purpose of re-sizing for print. Prints and material products may not be copied, scanned or reproduced; additional prints may be purchased from the Photographer.

No pet photography session fee includes any printed products or digital files unless otherwise stated.

7. Product orders will be processed as soon as full payment has been received and the order confirmed by the Client. Once payment is received in full and the order confirmed, orders cannot be changed. Accepted methods of payment include: all major credit cards, PayPal, and bank transfer.

8. Model Release: The Client, shall grant to the Photographer, its representatives and employees the right to take photographs of their pet(s), themselves, and their property, where applicable, as deemed fit by the Photographer.

The client will authorise the Photographer, its assignees and transferees to use and publish the images in print and/or electronically. The Photographer may use such photographs of client or pet, with or without clients name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and web content.

9. The Client agrees that the photography session requested is exactly as stated in this agreement and as defined at www.oxforddogphotography.co.uk

10. In the event of adverse weather or illness on the part of either party, the Client agrees that the photography session will be rescheduled to an alternative date, time and location to suit both parties. In the event that the Client cancels the contracted services for the photography session outlined in this agreement before the session takes place, the session fee will be forfeit. The Photographer reserves the right to reschedule the Client's session in the event of a clash with commercial projects/shooting that may occur on short notice. In the event of a clash, the Photographer will make every effort to reschedule the Client's session to an alternative date that is suitable for the Client.