

# SYLVIA DOBEK PHOTOGRAPHY LTD



[www.dobekphoto.com](http://www.dobekphoto.com)

## NEWBORN SESSION AGREEMENT

*Photographer : Sylvia Dobek Photography LTD*

*Our Terms & Conditions are applicable for all photography bookings. By booking a sitting with Freeze The Time Photography LTD, it is assumed that you agree to these terms. If you are unsure of anything, or would like further information about these terms, please enquire at any time.*

### 1. PAYMENT :

*Payment must be made electronically via bank transfer or cash.*

*Session fees are subject to current pricing visible on my website [www.freezethetimephotography.com](http://www.freezethetimephotography.com) in Packages section.*

*Prints and albums included in paid package must be ordered within gallery viewing time.*

*Pricing is adjusted periodically and future orders will be charged at the current prices at the time the order is placed.*

*The Client is responsible for covering any additional fees and costs related to type of posting albums and products.*

*Free produkts collection from studio.  
Order pick-ups are available by appointment only.*

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### 2. LIABILITY:

*Any Client who is late to a session will have the minutes/ hours late subtracted from the duration of their session.*

*You agree to take all reasonable steps to ensure you and your family's safety while at the premises/ in session with Sylvia Dobek Photography.*

*Furthemore, you will take responsibility of any damages caused by you or your family while on the premises/ in session, and you may be charged to replace damaged camera, lenses and lighting that belongs to Sylvia Dobek Photography LTD.*

*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.*

### 3. IMAGE STORAGE

*Ordered images will remain on file for 6 months from the date of the session.*

*Unordered images will be purged after 30 days from the date of the first viewing.*

*It is highly recommended that Client backs up any digital images on another media format other than the USB .*

*Photographer cannot be held responsible for the failure of USB due to mishandling.*

*It is Client's responsibility to keep several copies in more than one location, and back the images up on another format such as a hard drive and /or in the clouds.*

*Once the images are in the hands of the client, it is the client's responsibility to save the images.*



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### 4. COPYRIGHT / MODEL RELEASE:

*The copyright and all other rights in the Photos shall be retained by Sylvia Dobek, trading as Sylvia Dobek Photography LTD (The "Photographer"). The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Design and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.*

*The Copyright Act protects photographers by giving the creator of the photograph the exclusive rights to copy, edit and distribute the image by sale or transfer. These exclusive rights make it illegal to copy, scan, edit or share photographic prints and digital media without the photographer's permission. Violators of this Federal Law will be subject to its civil and criminal penalties.*

*The Photographer shall retain copyright ownership of all images created and has the exclusive right to use and publish photos taken of the Client and all subjects referred to within this agreement, including, but not limited to social media, print, marketing materials, commercial art, advertising, publishing (including publishing electronically online), and for any product or services. The Photographer assumes no liability for any and all claims that may arise out of the use or connection with the use of these images, including the expectation of privacy or confidentiality for the Client and / or any minor child or children depicted in these images.*

*The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's images are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release. The Client will not receive financial compensation or royalties of any kind associated with the images taken of themselves, their children, or anyone associated with these photographs.*

*The RAW / unedited images remain sole property of Photographer and will never be given or sold.*

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### 5. RETOUCHING :

*If the Client has a request for an alteration of an image, please let the Photographer know before ordering prints.*

*Any modifications that fall beyond the natural output produced by the camera will incur fees as decided by the Photographer.*

*Once the changes have been requested, the additional charges apply regardless of whether or not the final product is purchased.*

*The Photographer retains the right of discretion in selecting the photographic materials released to the client.*

### 6. COOPERATION/ NO SHOWS

*Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer.*

*Photographer's camera is the only camera allowed at the photo session because of the distraction it causes, especially to small children, which hinders Photographer's ability to obtain quality shots.*

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### 7. IMAGES & ORDERING :

*The Photographer shall make gallery proofs available through an in-person ordering session.*

*These proofs shall be available to the Client within 2-3 weeks of the session.*

*Print / wall arts / products / triplets / album orders must be made and paid in full at the time of gallery viewing appointment.*

*Final print order will be ready approximately 2-3 weeks after the order is placed and paid for.*

*Canvases and printed products (albums / wall arts) may take up to 4 weeks.*

*Order pick-ups are available by appointment only.*

*The Photographer is not responsible for orders left past 30 days.*

*Order can be sent via post therefore £5-15 depending on weight of the order, P&P charge will be added to an order.*

*Handle your portraits with extreme care. The Photographer assumes no liability for damage incurred as a result of improper handling, framing, or displaying printed products. Due to the nature of this service, all sales are final. Please examine your order carefully upon pick-up & address any concerns immediately.*

*Client is aware that the quality of the end result print of the digital files delivered is not under the control of the Photographer and cannot be held liable for the quality of services provided by third parties.*

*Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.*

*Depending on print or canvas size requested, some cropping of an image may occur. The Photographer will use their professional judgement to crop the image as required, however we will advise the Client if a particular print size ordered is entirely unsuitable for the photograph in question.*





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I CERTIFY THAT I HAVE READ THE TERMS AND CONDITIONS  
& FULLY UNDERSTAND ITS CONTENTS.

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\_\_\_\_\_  
CLIENT'S NAME (PRINT):

\_\_\_\_\_  
CLIENT'S ADDRESS:

\_\_\_\_\_  
CLIENT'S SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
PHOTOGRAPHER'S SIGNATURE:

\_\_\_\_\_  
DATE:

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