

Terms and Conditions

Terms and conditions are applicable for all photography bookings. By booking a session with Photo Magic Studio it is assumed that you agree with these terms. Please enquire at any time if you have any questions.

1. PAYMENT

Payment must be made by bank transfer or paid over the phone. Session fees are subject to current pricing visible on our website www.photomagicstudio.co.uk Your session fee will be required when booking your shoot and is non refundable. All sales are finale and non refundable.

2. LIABILITY

Any client who is late to a session will have the minutes/hours late subtracted from the duration of their session or have to reschedule. You agree to be responsible for your families safety during the session and will be responsible if any damages to equipment occur and you may be charged to replace any damaged equipment. The Client releases the Photographer from all liability, 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 permanently deleted after 30 days from the date of the ordering session. It is highly recommended that clients back up any digital images on another media device, such as a computer or hard drive.

Photo Magic Studio LTD cannot be held responsible for damaged USB's as a result of mishandling them. Once the images are in the hands of the client it is the clients duty to ensure the USB is handled safely and responsibly.

4. COPYRIGHT / MODEL RELEASE

The copyright and all other rights of the photographs shall be retained by Photo Magic Studio LTD. 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 photographers permission. Violators of this Federal Law will be subject to its civil criminal penalties.

Photo Magic Studio LTD shall retain copyright ownership of all images created and has the exclusive rights 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 images 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. 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 the sole property of the company and will never be given or sold.

5. RETOUCHING

If the Client has a request for an alteration of an image, please let the Photographer know before placing an order, particularly for prints. Any modifications that fall beyond the natural output produced by the camera will incur fees as decided by the company. Once the changes have been requested, the additional charges apply regardless of whether or not the final product is purchased.

Photo Magic Studio LTD retains the right of discretion in selecting the photographic materials released to the client.

6. CO OPERATION

Photo Magic Studio LTD is not responsible if the Client fails to attend or fails to cooperate during a portrait session, or for missed images due to details not being revealed to the Photographer.

The Photographers camera is the only camera that is allowed at the photography session because of the distraction it causes, particularly in relation to children, which in turn hinders the Photographers ability to obtain natural quality photographs, this includes mobile phone cameras.

7. IMAGES & ORDERING

The Photographer shall create a slideshow and gallery for the client to select their chosen images two week after the shoot during their ordering session, which is only carried out within the studio premises. Orders must be paid in full during the ordering session to prevent any delays with processing orders.