

SABII
PHOTO
GRAPHY

Terms and Conditions

Effective Date: 01/07/2020

Terms and Conditions

Effective Date: 01/07/2020

This agreement is put in place so you know exactly what a session with Sabii Photography entails and to ensure that we are able to deliver on your expectations. Please read all information carefully, and if you have any questions at any time, please feel free to contact me.

Important information about COVID-19 and safe working practices

As of 1 July 2020, NSW photographers are now able to re-commence studio and outdoor sessions following safe distancing and proper sanitising pre and post session. I will not be conducting any child portraits under the age of 6 months old due to the vulnerable nature of babies until it is safe to do so.

To assure our valued clients and Sabii Photography are safe, we will continue to make decisions in line with advice from the Government and NSW Health in relation to COVID-19. Our number one priority is the health and wellbeing of our clientele.

Whilst social distancing recommendations are in play, we will maintain 1.5 metres social distance wherever possible during your session.

Thank you so much to my clients for your patience, understanding and encouragement during this time.

WORKING WITH CHILDREN CLEARANCE

I have a current Working with Children Clearance.

MODEL RELEASE AND USAGE?

A Model Release gets signed before your session providing permission for Sabii Photography to use the images from your session for any promotional use, for posting on social media and blogs. All client/s of Sabii Photography are required to sign a Model Release prior to the day of the photo shoot. This provides the absolute and irrevocable right and unrestricted permission to use my visual image/s and/or the visual image/s of myself/family/child/ren, in the photograph(s) taken by Kim Gierdien, of Sabii Photography. Permission to use those photographs in any form and media for advertising, trade, and any other lawful purposes – including permission to use the images for lawful internet sites/blogs for promotion of Sabii Photography. To use the images in portfolios, on blogsites, social media including Facebook, Instagram, Pinterest and other social media for marketing and promotion. When using the photos Sabii Photography will also contact the client/s to show how they will be used. If Sabii Photography intends to sell photos from the client session to any third party including stock collections, permission will be sought before any transaction occurs.

COPYRIGHT AND OWNERSHIP

It is agreed that Sabii Photography retains the copyright and ownership to all images taken at your session. It is illegal, unethical and punishable by law to scan, copy or reproduce any of the images in any manner or medium as outlined in the Model Release to be signed by you the client before the session.

Clients cannot authorise any reproduction/s of images for commercial use, photographic competition or display. Even though the pictures may be of you or your child, Sabii Photography owns full copyright and ownership to all images.

Original images and files remain the property of Sabii Photography. It is agreed as per the Model Release that Sabii Photography may use any image from our session for industry competitions and as required for reasonable promotional material for the studio. The usage for any other purpose e.g stock libraries is to be renegotiated between the parties and requires specific permission from you, the client/s.

Whilst the digital files are available for purchase, the copyright is retained by Sabii Photography and a limited release (for personal use only) is provided to you the client for the files when they are purchased.

SESSION FEE

Sessions are booked by payment of the non-refundable session fee of \$150 which includes the session itself and depending on which session you choose the items contained in that session package.

The payment of the session fee is to reserve your allocated shoot date, time and current fees. Should you be unable to pay your deposit at the time of booking, Sabii Photography reserves the right to offer your time and date to other clients. Your fees and shoot date are not reserved until your booking fee has been paid.

If you, your child or any attending individual is feeling unwell, please call to reschedule. The studio understands that sometimes, this happens. If you must cancel, please try to do so at least 24 hours prior to your session, in the case of not showing up for your session, you forfeit your entire session fee. The session fee is non-refundable but is transferable for another date and time as agreed.

GIFT CERTIFICATES

If you have received a Gift Certificate you may use this towards your session fee or use to purchase other items from our printed and wall display products. If you have a Gift Certificate that is less than \$150 please contact Sabii Photography to discuss how you can use the Gift Certificate. If the Gift Certificate is more than \$150 you may use it towards your session fee and any amount over can be used towards other items from our printed and wall display products. There will be no refunds of any outstanding amounts left on the Gift Certificate so it is best to use it for the session fee and other printed or wall display products.

OTHER PHOTOGRAPHERS/FAMILY

To avoid disruption to the photographic coverage and to allow Sabii Photography to fulfil its agreed session photography, other photography or videography by family or friends during the shoot is not permitted. If you wish to record your session for prosperity reasons, please discuss this with your photographer. To assist with this, your photo session is limited to those individuals being photographed and listed in the pre-session questionnaire. In the case of Child Portrait Sessions, attendance is limited to two parents only. Siblings are welcome if they are to be photographed as well. In order to minimise distractions and ensure a more productive and successful session it is recommended that the number of persons present be kept to an absolute minimum.

The 6 Step Process

STEP 1:

Enquire about a session.

Fill in the Contact Form under *Contact* on the website.

STEP 2:

Book & pay for your session fee.

Book your desired session type and date and pay the \$150 session fee.

The *Sabii Photography Collection and Product Guide* will be emailed to you once the session fee has been paid.

STEP 3:

Pre-session consultation

After booking your session we will discuss your session details.

STEP 4:

It's session day. Let's have fun!

The day has arrived and now we get to have fun and photograph your story.

STEP 5:

Your session gallery is ready

After 2-3 weeks your session images will be edited and will be uploaded into a gorgeous online gallery for you to go through in your own home, and at your own pace. In this time think about what you'd like to create with your images in terms of photographic wall art, albums or prints.

STEP 6:

Time to collect your portrait products

Your finished wall art, prints and albums will be ready to be collected approximately 4-6 weeks after ordering.

SESSION FILES BACKUP

After each session all files are backed up to both online and hard copy secure drives. Once your session order has been finalised, all edited images are backed up to secure servers.

Your gallery will be kept on file for 30 days after your session, after which the gallery will be removed. Portrait session files are kept for 12 months from your session date. Orders can still be made during this time. After 12 months they get moved to the archives and a retrieval fee of \$50 is required to be able to purchase more portraits after this time. This retrieval fee includes reactivating your online gallery. This small fee will be added as a credit towards any order you choose to make after the 12 months.

PAYMENT

Full payment for your order is due at the time of ordering and can be made by cash, direct deposit or PayPal. Due to the custom nature of each session, all sales are final. Please be sure to inspect your images carefully. Once images and products are ordered, all sales are final. There is also the option to pay 50% deposit when ordering, and 50% at collection of purchased products. In the unfortunate event that payment is not received the studio retains the right to claim any and all legal and collection fees pertaining to the outstanding invoice. Please have a chat to Sabii Photography if you would like to negotiate other payment terms.

COLLECTION OF ORDERED PRODUCTS

Your ordered products will be ready for collection within 4-6 weeks (depending on your order). We will contact you to arrange a convenient time for you to collect your order from Sabii Photography. No items will be mailed or couriered to ensure we provide the best quality.

EDITING

All images will be fully processed and finished when you see them in your gallery. The studio does not offer extreme retouching services such as head swapping as standard. If you wish to request special retouching Sabii Photography will provide a quote for this service. Custom designed products such as albums, and books are priced to include two round of changes. Any changes to the original designs over and above 2 rounds, will incur a \$50 re-design fee per round change.

STORAGE OF YOUR PRODUCTS

Handling, storage and maintenance of your portraits are your responsibility once they leave Sabii Photography. Please ensure you back up your digital files to an online and hard drive server. Handle your prints with care. Damages incurred as result of improper handling, framing or hanging is the responsibility of the client. It is vital you follow all care instructions provided with albums.

MONITOR COLOUR vs PRINTED COLOUR

Clients are to be made aware that there may be slight colour differences between what they view on their home computer compared to what is printed. This is due to the differences in monitor calibration. All monitors used by Sabii Photography are fully calibrated and are matched to the profile of our professional labs. This colour variation also applies to press printed products such as albums and books. It is best to use a professional photo lab to get the best results. Photos may also print different on various paper stocks or materials.

INSURANCE

Elements beyond Sabii Photography's control include faulty material, equipment failure, failed hard drives and back ups. Every effort to ensure the safety of your precious images has been taken including off site storage and backups. However in the case of the above Sabii Photography shall not be liable for its complete performance of the agreement and liability shall be limited to a refund of any money paid under this agreement which shall be full and final satisfaction of any damage or loss suffered.

Sabii Photography is covered by business insurance including equipment and also has the proper value Public Liability and Professional Indemnity insurance as is the law of the state of NSW and the country Australia.

Contacting Us

If you have any questions about our Terms and Conditions and would like further information, please contact us by any of the following means during business hours Monday to Friday (9am-5pm AEST).

Sabii Photography

Kim Gierdien

info@sabiiphotography.com.au

0410 594 214



SABII
PHOTO
GRAPHY

www.sabiiphotography.com.au

info@sabiiphotography.com.au

0410 594 214