

## Online Client Contact - The Details

Please read and sign via the online portal

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### 1. Why do I need to sign this?

Each person, over the age of 18 will need to read and sign a client contract for any images taken with Robotic Clouds Photography. If you are a family unit, one contact per family is needed to cover parents and children (under the age of 18). This acts as permission to take your image, and those of minors who you are responsible for. This also acts as legal protection for both you and Robotic Clouds Photography should there be any queries about permissions in the future. This document also let you know exactly what to expect for me whilst we work together and I deliver the high end product that you have committed to. Please have a read through and make sure that you are happy with everything that is contained within the next few pages.

### 2. Booking Fee and Balance:

The payment terms for each package vary. These details will be supplied to you in your confirmation email, and within your invoice. **Both the booking fee and session fee are non-refundable.** These fees cover my time used before your session to prepare, communicate with you and plan your session. They also cover the time used after your session to edit, prep galleries, order additional prints etc. If your session is cancelled, these fees still stand as I will likely not be able to fill the spot that has been held for you with a last minute booking. Please ensure all fees are paid in a timely fashion by the dates specified. Failure to do so may mean that your session will need to be rescheduled and you may be liable for additional fees if this is the case.

### **3. Session Timekeeping:**

Please ensure you arrive in a timely manor for your booked session. **If clients are more than 15 minutes late for their booked session, they will have to rebook the entire session.** Costs of doing this will be invoiced to them directly (while the original fee remains non-refundable), including wasted mileage, admission costs and any additional costs pertaining to their session.

**Mini Session Clients:** These sessions are usually booked back to back on the advertised day. If clients are 10 minutes late, this will be deducted from your shoot time. Clients later than 15 minutes will need to reschedule for the next available date in my diary, which may mean that the session will take a different form i.e. anything set up for specific shoots may not be available at the next available date. Any costs for doing so will be chargeable to the client and will be payable by the client before any gallery is delivered.

#### **3.1 Wedding Packages: (additional)**

##### **Breaks and Food:**

For shooting periods over 4 hours I will require short breaks to hydrate and eat. I will time these around the events of the day, so that no important moments are missed. One hot meal is required during the day. If this is not possible, then I may need to leave the venue to find a suitable meal.

##### **Additional Hours:**

The hours of photography will have been agreed ahead of your big day. Any additional hours requested on the day will be charged at £150/hr. This will be invoiced after the event, and no editing will commence until the full additional fee has been paid. The delivery date of the final images will continue to move back until the full fee has been settled.

### **4. Use of images:**

**I/We** explicitly grant to the photographer **Kylie Rathbone at Robotic Clouds Photography** the right and permission to take, use and publish the photograph(s) taken during the confirmed photo shoot. This will include, but may not be limited to, Robotic Clouds Photography marketing materials, both printed and online, and use on the connected business website and social media accounts.

#### **4.1 Model Call Shoots & Images (Additional):**

The purpose of a Robotic Clouds Photography Model Call is for the photographer to gain images that are required for future promotions, marketing and publishing on my website. The perimeters of the Model Call will have been discussed, and upon signing this client contract, the client is agreeing to the use of the final images being used by Robotic Clouds Photography, for both printed and online marketing, as well as connected business websites and social media accounts.

The withdrawal of this agreement, post photo shoot, will require the client to cover the cost of the session fee in full. This cost will vary depending on the shoot, additional

suppliers used, location fees and time elapsed in producing the final gallery. Once payment is received in full images can be withdrawn from use.

#### **5. Robotic Clouds Photography Copyright:**

**All final images are artwork created and held in copyright by Kylie Rathbone of Robotic Clouds Photography.**

**I/We** understand that clients are allowed to publish independently, photos provided by Robotic Clouds Photography, on social media **with the understanding that all photos should be publicly credited to Kylie Rathbone and/or Robotic Clouds Photography.**

All photographs provide by Robotic Clouds Photography that are then published on social media or printed by clients **must be done so in their original form.** This means that there is to be no altering of the images in anyway; no cropping, adding of additional filters and or any defacement of the artwork in any way. Anyone doing so will be in breach of the copyright held by Robotic Clouds Photography and may face legal proceedings if the image/s are not removed.

**I/We** understand that the final images delivered post shoot by Robotic Clouds Photography may, at a later stage be re-edited for another purpose. If this is the case I/we waive the right to approve any further artwork created.

**I/We** understand that using any of the provided photographs for any propose that would enable financial gains for anyone other than Robotic Clouds Photography is not permitted, and this includes entering images into any competitions without written permission.

#### **6. Final Artwork & Your Online Gallery:**

All final images will be delivered via a password protected online gallery. This password will be sent from Robotic Clouds Photography to primary contact only. The link is then available for the client to share as they see fit.

Robotic Clouds Photography is therefore not responsible for the sharing of this link and the final contacts that receive the link and password for the online gallery.

**The clients final online gallery with all selected photos will be stored online for 6 months only.** After this time the gallery will not be accessible online and should further copies of images be requested a fee of £300 will be applicable (payable prior to delivery of images), if the images are still available. Please ensure that all images are saved and stored safely to avoid any lose or damage. Images will be archived and deleted after a period of time. Once this process has been carried out, images will no longer be available.

I use a strict creative process to select and edit only the best images from each photo shoot. Under no circumstances will clients be sent RAW unedited images from their shoots, as these are strictly for my purposes to create and provide my clients with the best final mages. Whilst it may seem that I was shooting continuously while on location, I am constantly checking all aspects of my photographs to ensure that I capture the right moments at the right time. Many of the images I capture on the day are images where I am adapting my position, light, exposure etc. and these

are purely part of my creative process. Undelivered images will not have met my final creative criteria and will therefore not be made available and will be deleted in due course.

Once final edited images are delivered, any requests for additional images in colour/B&W will be looked at on a case by case basis, and if it is my creative opinion that the delivered artwork is the best representation of my style, an alternative image will not be provided. I will have edited images in a specific way and it may be that those particular images work best in the edited style that has been delivered. Any additional editing requests are charged at £30 per image, payable prior to any further work being undertaken. Additional work will then be given a time estimate as to when it can be completed.

### **7. Behaviour and Abuse:**

On the day of your session, I am there to work along side you to capture you and your loved ones. My role during this time is not as a childminder, nor is it my job to control the behaviour of unruly children or grown ups. If behaviour is not conducive to my creative process and creating photographs that are in line with my delivery perimeters, the session will be halted. I reserve the right to withdraw my services at this point, with no refund, if there is no feasible alternative that will allow me to deliver a successful photo shoot.

I will not tolerate the use of abusive language or behaviour towards me or any person being photographed. Should I deem that anything has been said or done to put myself or any members of the photo session party at risk, the session will be cancelled with immediate affect. No images will be delivered, and should it be necessary, I will report behaviour to the appropriate authorities.

### **8. Covid-19 and working safely:**

1. It is vitally important, for all areas of safeguarding, that both client and Robotic Clouds inform each other of any signs of infection. I work hard to keep my clients safe and I would expect clients to return the same level of respect and consideration.
2. Should you, or any of your family develop symptoms, please contact me as soon as possible! Your session will be placed on hold until negatives tests can be confirmed.
3. If I develop symptoms prior to your booked session, I will inform you as soon as it is possible. The session will need to be postponed. Once clear, I will be in touch to confirm a new date.
4. Session fees and deposits remain non-refundable. Sessions can be postponed and rescheduled to accommodate any periods of self isolation or illness, and these can be dealt with on a one to one basis.

### **9. Cancellation:**

The client may cancel the scheduled shoot in its entirety by giving written notice to the photographer, but in doing so will forfeit any monies paid to date. Rescheduling a shoot for any reason, will enable the client to reschedule for just one further date to still keep the terms of the agreed package. Further rescheduling will become subject to **50% of the total package becoming payable, as an additional cancellation fee.**

### **9.1 Wedding Packages: (additional)**

#### **Cancellation:**

Cancellation of wedding day photography within 4 weeks of the scheduled date will unfortunately mean that 50% of the remaining balance will still be applicable. Cancellation at such short notice means that Robotic Cloud Photography will be unable to book in a new client of equal value at such short notice, meaning that any preparations already made for your wedding day will be at a loss to Robotic Clouds Photography.

### **10. Public Liability:**

Kylie Rathbone, of Robotic Clouds Photography holds public liability insurance. Should documents be required by your venue, please let me know. Kylie Rathbone and Robotic Clouds Photography is not liable in anyway for any injury or damage to clients property while out on location shooting for the contracted work. Further to this, clients will in no way be made liable for any damage to equipment or injury that Kylie Rathbone sustains during paid for work.

### **11. Your Data:**

I don't like spam, so absolutely no third parties are given any data that you provide me. The personal data that I collect in order to create your invoice are used purely for these purposes. Your data will never be used for any other purpose other than those described above, and for me to communicate directly to you about your up and coming shoot or any additional orders placed with me. The signed contact from your shoot is stored electrically. Should you require a copy of the signed contact, do let me know as I will happily supply this to you.

Created by Kylie Rathbone of Robotic Clouds Photography.  
The above contract and all within will be regularly reviewed and amended if required.  
Contract is correct as of 1 March 2023