

**Portrait Photography Terms and Conditions**

**Commercial Photography Terms are available on request**

1. The acceptance of the booking once completed is based on agreement by the client of the terms and conditions stated herein.
2. All original negative/digital materials remain the property of Chris MacKenzie Photography.
3. The price of framed images, canvases, acrylics and/or albums is guaranteed at the time of booking to the client. Provided that it is ordered and paid for on the viewing day. All reprints and enlargements will be at the price current at the time of the photography session, provided the order is within 6 months of the images being taken.
4. The full cost of the photographic service as quoted by Chris MacKenzie Photography and accepted by the client is required to be settled to secure the confirmation of the booking.
5. The cost of any prints, albums, press books, framed images, acrylics and/or canvases additional to that agreed in the original quotation is payable at the time of the order.
6. Images can be viewed at our studio where our advice is given freely or via our electronic client area.
7. Images viewed using the online client area must be selected within four days.
8. Hi resolution digital family photographs cannot be kept for more than 30 days due to storage restrictions.
9. Colour photography is undertaken within the technical limitations of the process and certain colours may not necessarily be facsimile over the whole range of colours within a subject. Prints made at different times may be variable in colour balance.
10. Although Chris MacKenzie and his appointed agents shall exercise all reasonable skill, care and diligence in the discharge of their duties, it is understood that, in the event of any unforeseen circumstances causing loss of photographic record, Chris MacKenzie will only be responsible for the return of all the money paid to date, although every effort will be made to retake the photographs.
11. The number (and style) of photographs delivered to the client by the photographer shall be deemed correct.
12. It is understood that the copyright of all and any photographs belongs to Chris MacKenzie Photography. No photographs may be copied or reproduced by any means photographic or otherwise by any person or machine other than by the Chris MacKenzie or his appointed agent.
13. Flagrant copyright breaches will be pursued to the fullest extent of the law (Copyright, Designs and Patents Act 1988) by Chris MacKenzie Photography.
14. The use of outputs from my photographic services such as albums press books or images whether electronic or printed for promotion of Chris MacKenzie Photography is part of the agreement unless specified otherwise by use of a customer specific release form.
15. Display: The Client(s) hereby allow(s) The Photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles and other such material, providing that the images used are used lawfully and without damage to The Client(s).
16. Any customer failing to notify Chris MacKenzie Photography of a cancellation less than one week before the booked event shall forfeit a deposit of 50% of the agreed cost and the same shall remain the property of Chris MacKenzie Photography.
17. Any customer failing to notify Chris MacKenzie Photography of a cancellation less than forty eight hours before the booked event shall forfeit 100% of the agreed cost and the same shall remain the property of the Chris MacKenzie Photography.
18. If in the unlikely event you feel the need to raise a complaint, please contact Chris MacKenzie Photography at the address below. Our utmost efforts will be used to resolve your issue. You should expect a reply within at least 48 hours. All complaints must be received in writing within seven days of collection of products purchased. This includes photographs, albums and frames.