

Agreement Date: Tuesday 11 June 2024.

The below Terms and Conditions Agreement will apply to all services provided by Andrea Charbonneau/Andrea Pearson Photography to you, the Client.

By making a booking you have agreed to these Terms and Conditions in full.

Terms & Conditions

In the following Agreement the 'Photographer' shall refer to 'Andrea Charbonneau' using the entity 'Andrea Pearson Photography' and the 'Client' shall refer to the person who has completed the client registration.

1. Booking, Deposit & Payment A non-refundable booking deposit of 30% of the total cost of your wedding package is required to confirm your wedding date coverage. The Client acknowledges that the Photographer foregoes other work when booking a session. Therefore, the booking fee is not refundable should the Client need to cancel. The booking fee will be deducted from the total wedding package cost with the balance 70% payable in full at least 7 days prior to your wedding day in cash or by Stripe payment. Bank transfers are not accepted at this time.

2. Scheduling & Cancellations The 30% booking fee is non-refundable. In the event that the Client needs to reschedule the wedding date due to immediate family emergency provided the Photographer is available, the date will be rescheduled on one occasion without additional cost within a 12 month period. Any further rescheduling request will be treated as a new booking and therefore will require a new booking fee.

3. Image Delivery Images shall be made available to the Client to view in a private viewing gallery within 4 weeks of the wedding date. A "sneak peek" gallery will be delivered online within 10 working days. All final portraits selected will be delivered electronically via WeTransfer or Pic-Time. Should the Client wish to request any further edits or an image colour conversion, requests must be made within 2 months from receiving their gallery. The Photographer does not provide or sell RAW/unedited images.

4. Model Release The Photographer agrees to always seek Client approval prior to using any proposed session images on her website, social media or in promotional material. Should the Photographer wish to use an image she will contact the Client in writing to propose the specific image, explain where she would like to use it and ask for Client permission. Should you wish to keep all of your images private, this is completely up to the Client's discretion and will be respected by the Photographer.

5. Copyright, Reproduction & Printing All photographic materials shall be the exclusive property of the Photographer. The Photographer agrees that the Client may print the images they have purchased for non-commercial and personal use only. The Client agrees not to use the images for profit, sale or competition without the written permission of the Photographer and if appropriate, give photo credit to the Photographer. The images must not be altered in any way by the Client that includes cropping, adding filters, changing colours or removing the watermark that appears on portraits that have not been purchased. The Photographer is not responsible for image quality for portraits that are not printed using the Photographer's professional printing service. The Client is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes, and the Client releases the Photographer from any liability for any claims whatsoever based upon fading or discolouration due to such inherent qualities.

6. Image storage & Future Editing The Photographer is unable to guarantee the storage of RAW photo files indefinitely and will be stored for a period of 3 months. Beyond the 3 month period from the time of portrait delivery the Photographer cannot guarantee that files will be available. Once images have been delivered by the Photographer it is the sole responsibility of the Client to back up their gallery and the Photographer is no longer responsible for any digital files once they are taken by the Client.

7. Failure to Perform If the Photographer is unable to perform the services in this Agreement for any cause outside her control, the Client agrees to indemnify the Photographer for any damage, loss, liability. The Photographer in return will propose another photographer if possible or will return in full all payments made by the Client to the Photographer in relation to the session should the Client prefer to source another photographer separately. While every effort is made to keep files safe (including double recording per camera device, regular changing of memory cards and back up in multiple locations), in the unlikely event that the files from the Client session are damaged, or lost due to technological failure, the Photographer liability will be limited to either a reshoot or to the return of the monies paid for the session by the Client. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the value of the Client's order.

8. Liability The Photographer will not accept any responsibility due to any accident to the Client or guests or damage to public or private properties during the photo shooting. The Client agrees to supervise all individuals involved in portraits and to ensure that all parties are comfortable with the level of care during portrait taking. The Photographer will not be held liable for any damage to Client property during the photo session. The liability in respect of any Services shall be limited to the fees agreed to be paid for the Services under these Terms and Conditions. The Client will be held liable to repair or replace any damaged Photographer equipment caused by wedding guests spilling drinks or knocking over camera gear.

9. Images & Client Requests If a particular pose or photo is wanted, the Client will discuss any requests before the day of the session. The Photographer will make every effort to accommodate requests for specific photos provided it is in line with her style and abilities. Requests will also be dependent on the willingness of guests and timings. Please note, not all poses and portrait ideas are guaranteed and should the Client want specific people in photos someone will need to oversee that guests are present at the time of photos being taken. The Photographer will end the session when the session time frame has ended. If the Client on the day wishes to extend Photographer coverage they agree to pay her hourly rate as detailed in her wedding collection provided. The Client agrees to read the session guidelines with the Photographer's clothing and session preparation recommendations to help ensure a smooth session and flattering portraits. The Photographer will not be held liable for wardrobe, hair or makeup malfunctions or choices. The Photographer will consult on the best possible time for sunlight and favorable light in line with her editing style, should the Client choose a different time for their ceremony the Client acknowledges that there may be some variance in look and feel of photos if taken outside of this preferred time.

10. Jurisdiction These Terms and Conditions shall be governed by and construed in accordance with the Spanish Law.

11. Data Protection For the fulfillment of the Services agreed herein, the Parties shall observe the provisions of the GDPR and any other national law applicable to this effect. By booking with Andrea Pearson Photography, the Client confirms that they have read and understood the contents of the above Terms and Conditions therein.

===== END =====

Photographer

Andrea Charbonneau (Andrea Pearson Photography)



Date: 11 June 2024 Signed in Marbella, Spain

Clients

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____ Signed in: _____