

Terms and conditions

1. Retainer and Payment

Client shall reserve the time and date of services by accepting these terms along with a non-refundable, non-transferable reservation retainer equal to 50% of the total photography fee. No date is reserved until the terms are accepted and the retainer is received. The remaining balance due must be paid in full on the day of the session, in local currency and exact change.

2. Cancellation

If for any reason Client cancels the photo session, Photographer will keep the retainer. If Client wishes to reschedule the photo session, client's wishes must be made known at least 30 days prior to the session date by email. If possible, Photographer will try to accommodate client's wishes of rescheduling. When rescheduling is not possible for Photographer and Client has to cancel the photo session, Photographer will keep the retainer.

3. Liability

If Photographer is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and she cannot provide another competent professional, all money received by Photographer will be returned to Client, and Photographer shall have no further liability.

4. Photo Discs

Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is the client's full responsibility to make sure that digital files are copied to new media as required.

5. Pricing

Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Photographer.

6. Responsibilities

Unless agreed upon in advance, Madeline Hewitt of Madeline Hewitt Photography shall be the exclusive photographer retained for the photo session. Photographer may bring one assistant at her discretion. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

7. Coverage

Photographer will provide coverage for the date, location and time booked by Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Images determined by Photographer to be substandard or duplicated may be edited out. Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

8. Image Processing and Printing

Unless agreed upon prior to any editing work, final images may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Color correction and/or retouching are included at photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from her. For best results, clients should order their prints through a reputable lab.

9. Model Release

Photographer requires a model release to be signed by Client prior to the photo session, giving Photographer the irrevocable right to use the photographs in all forms, media and manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Photographer may grant use of the images to third parties and all compensation for use and credit for the images remain the property of Madeline Hewitt of Madeline Hewitt Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied. This release is binding on Client, their legal representatives, heirs, and assigns.

10. Copyright

All photographs taken by Madeline Hewitt of Madeline Hewitt Photography are her property, will remain her property and are protected by Dutch Copyright Laws. Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

11. Reproduction

Photographer grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties.