

TERMS & CONDITIONS

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Picaboo Pictures

This Agreement is entered into between Picaboo Pictures (“the Photographer”) and the client (“the Client”) upon booking any photography service offered by Picaboo Pictures, including but not limited to family, pet, newborn, maternity, engagement, cake smash, milestone, graduation, and other portrait sessions, whether conducted in-studio or on location.

By booking a session, paying a deposit, or attending a session, the Client confirms they have read, understood, and agreed to the following Terms & Conditions.

1. BOOKINGS & DEPOSITS

All photography sessions must be booked in advance.

A **non-refundable deposit** is required to secure a booking. The booking is not confirmed until the deposit has been received.

The remaining balance is due **on or before the session date**, unless otherwise agreed in writing.

Deposits are non-refundable under all circumstances, including cancellation, change of mind, weather conditions, illness, or no-shows.

2. CANCELLATIONS & RESCHEDULING

Clients may request to reschedule a session **once**, provided at least **48 hours’ notice** is given. Rescheduling is subject to availability.

Cancellations made within 48 hours of the session, or failure to attend the session, will result in loss of the deposit and may require full payment of the session fee.

Picaboo Pictures reserves the right to reschedule or cancel a session due to unforeseen circumstances, including but not limited to illness, emergency, unsafe weather conditions, or equipment failure. In such cases, the Client will be offered a reschedule or credit.

3. LATE ARRIVALS

Late arrival will reduce the available shooting time.

Sessions will **not be extended** to compensate for lateness.

If the Client arrives more than 15 minutes late, Picaboo Pictures reserves the right to cancel the session, with the deposit forfeited.

4. STUDIO & LOCATION SESSIONS

For **studio sessions**, Clients are responsible for supervising children at all times and ensuring respectful use of studio equipment and props.

For **on-location sessions**, Clients acknowledge that outdoor environments may present risks. The Client agrees to take full responsibility for their own safety and that of their children, pets, and guests.

Picaboo Pictures is not liable for injuries, accidents, loss, or damage during a session.

WEATHER CONDITIONS (LOCATION SESSIONS)

For on-location sessions, weather conditions are outside the Photographer's control. Picaboo Pictures is **unable to take photography equipment out in rain, heavy drizzle, or unsafe weather conditions**, as this may damage equipment and affect safety.

Sessions will **not** be rescheduled due to:

- Cloudy conditions
- Wind
- Cooler temperatures
- Light weather conditions that are safe to work in
- Weather that is not preferred by the Client

The decision to reschedule due to weather rests **solely with Picaboo Pictures**.

If weather conditions are deemed unsafe or unsuitable by the Photographer, Picaboo Pictures will contact the Client **up to 1 hour before the scheduled start time** to reschedule the session. In this case, the Client will be offered a new date, subject to availability, at no additional cost.

Clients who choose not to proceed with a session when Picaboo Pictures has deemed the weather suitable will forfeit their deposit, and normal cancellation terms apply.

5. PETS & CHILDREN

Pets must be well-behaved and under control at all times.
Children remain the full responsibility of the Client throughout the session.

Picaboo Pictures reserves the right to end a session early if safety becomes a concern.

6. NEWBORNS & CAKE SMASH SESSIONS

For newborn sessions, the Client confirms the baby is fit to be photographed. Safety is always the priority, and some poses may be adjusted or omitted.

For cake smash sessions, parents must advise of allergies in advance. Cakes, outfits, and props are the responsibility of the Client unless otherwise stated.

7. IMAGE SELECTION & DELIVERY

The Photographer retains creative control over image selection, editing style, and final delivery.

Only images selected and purchased by the Client will be edited and delivered. Unedited or RAW files are **not provided** under any circumstances.

Images are delivered via an online digital gallery within the timeframe specified at booking (timeframes may vary during peak seasons).

8. DIGITAL FILES & PRINTS

Digital images are supplied for personal use only.
Images may not be altered, filtered, or edited further without written permission from Picaboo Pictures.

Commercial use, resale, or submission to contests/publications requires prior written consent.

9. COPYRIGHT & USAGE

All images remain the copyright of Picaboo Pictures.

The Client grants Picaboo Pictures permission to use images for portfolio, website, social media, advertising, and promotional purposes.

If the Client wishes to opt out of image usage, this must be requested in writing prior to the session.

10. PRICING & PRODUCTS

Prices are subject to change without notice.

The prices applicable are those confirmed at the time of booking.

Products and image packages must be paid in full before delivery.

11. LIMITATION OF LIABILITY

Picaboo Pictures will not be held liable for circumstances beyond its control, including but not limited to weather, illness, equipment failure, or unforeseen events.

In the unlikely event of total failure to deliver images, liability is limited to a refund of monies paid.

12. ACCEPTANCE OF TERMS

By booking a session and/or attending a session with Picaboo Pictures, the Client acknowledges and agrees that this Agreement is legally binding.