

50 WOMEN OVER 50

TERMS AND CONDITIONS



daniela pacheco

— BRANDING —



TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, I'M HAPPY TO ANSWER ANY QUESTIONS OR CONCERNS YOU MAY HAVE AT ANY TIME. HOWEVER, CONTINUING WITH YOUR BOOKING MEANS YOU ARE AGREEING WITH THESE TERMS.

THE PROJECT WILL TAKE PLACE DURING 2022 AND/OR UNTIL 50 WOMEN HAVE BEEN PHOTOGRAPHED. I RESERVE THE RIGHT TO CHANGE THESE TERMS & CONDITIONS AT ANY TIME, AND I WILL GIVE REASONABLE NOTICE TO YOU IF THIS HAPPENS.

STAYING COVID SECURE

ALL SESSIONS WILL BE PLANNED TO MAINTAIN THE FOLLOWING ADDITIONAL PRECAUTIONS:

- NO UNNECESSARY PHYSICAL CONTACT UNLESS APPROVED BY YOU.
- ENSURING SUFFICIENT TIME TO AIR THE STUDIO BETWEEN SESSIONS.
- DEEP CLEANING HIGH CONTACT AND HARD SURFACES IN THE STUDIO BETWEEN SESSIONS.
- ASKING CLIENTS TO CONFIRM THEY ARE SYMPTOM-FREE AND OR ASK FOR A CORONAPASS OR RECENT TEST IF NEEDED. IF YOU ARE EXPERIENCING ANY OF THE KNOWN SYMPTOMS OF COVID-19, OR IF YOU HAVE BEEN IN CONTACT WITH ANYONE WHO HAS RECENTLY EXPERIENCED SYMPTOMS, OR IF YOU OR ANY MEMBER OF YOUR HOUSEHOLD HAS BEEN ASKED TO SELF-ISOLATE, THEN PLEASE INFORM ME IMMEDIATELY SO WE CAN REARRANGE YOUR SHOOT.
- I HAVE RECEIVED 3 SHOTS OF THE PFIZER VACCINE TO THIS DATE (JAN 2022)

BOOKING YOUR SESSION

ALL BOOKINGS AND CONFIRMATIONS MUST BE CONDUCTED VIA EMAIL. LIFE HAPPENS AND SCHEDULES CHANGE. AS A RESULT, I TYPICALLY DO NOT SCHEDULE SESSIONS MORE THAN 6 WEEKS IN ADVANCE.

ONCE WE HAVE BOOKED A SESSION FOR YOU, I WILL SEND YOU A GUIDE WITH RECOMMENDATIONS TO PREPARE FOR YOUR SESSION. I'M HAPPY TO ANSWER ALL YOUR QUESTIONS VIA EMAIL, PHONE CALL OR VIDEO CALL.

TIMELINESS + ATTENDANCE

PLEASE MAKE EVERY EFFORT TO ARRIVE ON TIME FOR YOUR SESSION AND PLEASE LET ME KNOW AS SOON AS POSSIBLE IF YOU ANTICIPATE ARRIVING LATE. IF YOU ARE LESS THAN FIFTEEN MINUTES LATE, YOUR SESSION LENGTH MAY BE REDUCED ACCORDINGLY. IF YOU ARE MORE THAN FIFTEEN MINUTES LATE, YOUR SESSION MAY BE CANCELLED, WITH NO REFUND OR RE-SHOOT PROVIDED. I EXPECT YOU TO ARRIVE READY (HAIR AND MAKEUP) AND WITH OUTFITS ALSO READY TO SHOOT.

EXPECTED SESSION TIME

THE SESSION CAN LAST BETWEEN 1 AND 3 HOURS. I LIKE TO HAVE A NATURAL FLOW, WITH SOME PEOPLE THE SESSION CAN EVOLVE AT A FAST PACE, WITH OTHERS IT CAN TAKE MORE TIME, THE MOST IMPORTANT THING TO ME IS THAT YOU FEEL COMFORTABLE AND WE GET TO CONNECT. I SUGGEST YOU PLAN ACCORDINGLY AND DON'T SCHEDULE OTHER APPOINTMENTS RIGHT AFTER. I WILL HAVE BEVERAGES AVAILABLE LIKE WATER, COFFEE AND TEA BUT IF YOU NEED SNACKS OFTEN, I RECOMMEND BRINGING THEM FROM HOME IN CASE THE SESSION LASTS LONGER.

ATTENDANCE IS LIMITED TO ONLY THOSE INDIVIDUALS BEING PHOTOGRAPHED. HAVING ADDITIONAL PEOPLE PRESENT CAN BE DISTRACTING TO BOTH PHOTOGRAPHER AND CLIENT.

CANCELLATIONS/RESCHEDULING

SOMETIMES IT IS NECESSARY FOR THE PHOTOGRAPHER OR CLIENT TO RESCHEDULE, FOR EXAMPLE, DUE TO INCLEMENT WEATHER, ILLNESS, PERSONAL OR FAMILY EMERGENCY. PLEASE INFORM ME AS SOON AS YOU KNOW YOU HAVE TO CANCEL. THE NEW SESSION DATE WILL BE SCHEDULED AS SOON AS POSSIBLE. IF A NEW DATE IS NOT SCHEDULED WITHIN 2 MONTHS FROM THE ORIGINAL DATE, THE SESSION SPOT COULD BE LOST.

IN THE EVENT THAT I'M UNABLE TO PERFORM THE REQUIRED WORK ON THE DAY OF THE SESSION/EVENT, DUE TO ILLNESS, PERSONAL OR FAMILY EMERGENCY, I WILL NOTIFY YOU AND WE CAN LOOK FOR A NEW DATE AS SOON AS POSSIBLE WITHIN 2022. PLEASE NOTE THAT ANY NEW DATE WILL BE SUBJECT TO MY AVAILABILITY. I SHALL USE REASONABLE ENDEAVOUR TO ARRANGE AN ALTERNATIVE DATE FOR YOUR PHOTOSHOOT.

PRINTS & PRODUCTS

A REVIEW SESSION WILL BE SCHEDULED AFTER THE PHOTOSHOOT SO YOU CAN SEE ALL THE FINAL PHOTOS AND CHOOSE YOUR FAVOURITE ONE AS A GIFT. ALL PHOTOS ARE DELIVERED PRINTED AND DOWNLOADABLE DIGITAL FORMAT.

ANY ADDITIONAL PHOTOS CAN BE PURCHASED AT THE FOLLOWING PRICES:

1 PHOTO 500KR

5 PHOTOS 2,000KR

10 PHOTOS 3,500KR

20 PHOTOS 5,250KR

PHOTOGRAPHS ARE PAYABLE AT THE TIME OF DELIVERY. SHOULD YOU LATER ORDER ANY ADDITIONAL PRINTED PRODUCTS OR DIGITAL FILES THESE WILL BE PAYABLE AT THE TIME OF ORDER.

RETOUCHING

ALL IMAGES WILL BE ADJUSTED FOR EXPOSURE, BRIGHTNESS, CONTRAST, SHARPNESS, ETC. RETOUCHING, DIGITAL MANIPULATION ETC IS AVAILABLE TO YOU AS AN OPTION AT EXTRA COST.

DATA PROTECTION

DANIELA PACHECO WILL STORE YOUR NAME, CONTACT DETAILS AND SESSION INFORMATION PRIVATE AND WILL NOT SHARE THESE WITH ANY OTHER BUSINESS OR ORGANISATION. NEVERTHELESS, THE GENERAL DATA PROTECTION REGULATION (GDPR) REQUIRES THAT I MAKE CLEAR THAT YOUR IMAGES WILL BE USED IN MARKETING ACTIVITIES, AND TO COMPLETE A BOOK AND EXHIBITION. YOUR CONTACT DETAILS WILL BE USED TO COMMUNICATE WITH YOU REGARDING THIS SESSION AND ANY OTHER FUTURE OFFERS OR NEWS. I WILL ASK FOR YOUR CONSENT IN THE BOOKING CONFIRMATION EMAIL.

CREATIVE LICENCE

YOU GRANT ME AS THE PHOTOGRAPHER FULL CREATIVE LICENCE TO SHOOT, SELECT IMAGES, EDIT IMAGES AND DELIVER THEM IN THE STYLE AND METHOD CHOSEN BY ME AND REFLECTIVE OF THE STYLE AND QUALITY ADVERTISED

THE COPYRIGHT OF PHOTOGRAPHS REMAINS WITH DANIELA PACHECO. THE IMAGES TAKEN BY THE PHOTOGRAPHER ARE FOR PERSONAL USE BY THE CLIENTS AND THEIR FRIENDS AND RELATIVES. SALE, PUBLICATION, ENTRY TO AWARDS OR ANY COMMERCIAL USE OF THE PHOTOGRAPHS IS NOT ALLOWED WITHOUT PRIOR WRITTEN PERMISSION FROM THE PHOTOGRAPHER. THE CLIENT HEREBY ALLOWS THE PHOTOGRAPHER TO DISPLAY ANY PHOTOGRAPH FROM THIS SESSION TO GENERALLY PROMOTE HER BUSINESS IN ADVERTISING, BROCHURES, MAGAZINE ARTICLES, WEBSITES, SOCIAL MEDIA, SAMPLE ALBUMS ETC. IN THIS PARTICULAR PROJECT, THE PHOTOGRAPHER INTENDS TO HAVE AN EXHIBITION AND A PUBLISHED BOOK. THE AGREEMENT TO THIS IS REQUIRED AND NON-NEGOTIABLE TO PARTICIPATE IN THE PROJECT 50 WOMEN OVER 50.

LIABILITY

I WILL USE REASONABLE ENDEAVOURS TO SUPPLY THE PHOTOGRAPHY SERVICES DESCRIBED ON MY WEBSITE AND MARKETING MATERIALS IN A PROFESSIONAL MANNER. I WILL TAKE ALL REASONABLE STEPS TO ENSURE EQUIPMENT IS IN GOOD WORKING ORDER, BACKUP EQUIPMENT IS AVAILABLE WHERE APPROPRIATE AND THAT IMAGES ARE BACKED UP IN A RESPONSIBLE MANNER. IN THE UNLIKELY EVENT OF TECHNICAL PROBLEMS, CAMERA/PHOTOGRAPHIC FAILURE, LOSS OF IMAGE(S) BEFORE DELIVERY TO YOU, INJURY OR SICKNESS BEYOND MY CONTROL, MY LIABILITY SHALL BE LIMITED TO A FULL REFUND OF ALL MONIES PAID.

I RESERVE THE RIGHT TO DECLINE TO BOOK OR CARRY OUT ANY PORTRAIT SESSION OR SERVICES THAT I DEEM TO POSE A HEALTH AND SAFETY RISK TO YOU, MYSELF, OR OTHER PEOPLE.

DANIELA PACHECO BRANDING