



# myheadshot Terms and Conditions

## Booking

By making a booking with myheadshot, you (the client) confirm that you have read and agreed to all myheadshot Terms and Conditions.

## Deposit

A 50% deposit is required at the time of booking. Once this deposit fee is paid, the booking is confirmed.

## Payment

Full payment is due at the session itself for each of myProfile, myStyle, myBrand, myFriendsandFamily and myDate (by cash, debit card, credit card, contactless or bank transfer).

Where requested and agreed by both parties (you, the client, and myheadshot) payments may be paid by invoice. All payments are due in full on receipt.

myheadshot reserves the right to hold any and all images until payment is received in full.

No image licensing is granted or permitted until payment is cleared in full.

## Right of Cancellation

myheadshot recognises that sometimes life gets in the way. If you need to move a booking, please contact myheadshot with as much notice as possible and I will do my best to rearrange your session. However, any cancellation notified to myheadshot within one week of your session may result in a 50% cancellation fee at the discretion of myheadshot.

You agree to be available and focused (not taking phone calls etc) during your myheadshot shoot. Partial or complete no-show to a session will result in a full session fee being charged and due for payment.

## Acceptance of images

You, the client, agree that once a booking is confirmed, you accept that there is no right to refuse myheadshot images as part of your chosen package for any reason. If you are not

willing and/or able to choose your preferred images during your session, then myheadshot reserves the right to select images to complete your myheadshot package.

This does not affect the right of myheadshot to offer a full or partial refund in the event that you may be unhappy with your shoot. myheadshot reserves the right to refuse any refund of your session fees if myheadshot believes that you have booked your photoshoot session vexatiously or have acted to frustrate the process.

## **Copyright**

In all myheadshot bookings, you (the client) agree that myheadshot is the author of all images at all times arising from any myheadshot photoshoot and that myheadshot retains full copyright of all images.

## **Licensing**

No licence to use any images supplied by myheadshot is granted to you, the client, until payment has been received in full. Once payment has been received in full, you are free to use your purchased images in any way you like, for as long as you like.

myheadshot does not charge any extra for future licensing costs or image use at any time.

## **Image capture and storage**

You acknowledge and consent to your image being captured on non-hardware encrypted media (such as camera memory cards or other media) and recognise that your data may be at risk of loss or theft until images are processed and then stored on hardware encrypted drives.

## **Image retention**

myheadshot reserves the right to retain images indefinitely as an archive library. Future charges may be applicable if you wish to retrieve archived images more than 3 months after your original myheadshot session.

## **Image Use**

myheadshot reserves the right to use all images captured during any myheadshot session for any purpose (including training and development, website content and marketing and promotion) unless explicitly agreed.

You have the right to request a confidential shoot where your images will not be shared. This request should be stated and confirmed in writing as part of your booking process.

## **Processing**

myheadshot outsources certain photographic retouching of images. By placing a myheadshot booking, you agree that you give your explicit consent for your data to be shared beyond myheadshot with a professional retoucher outside of the UK (based in America).

You have the right to request that your data is not shared beyond myheadshot with an external non-UK based retouching service. In this circumstance, you may receive either colour corrected images or images that have been retouched by myheadshot only.

## **Set-Up & Space Requirements**

You, the client, confirm that you will provide on-site parking for one myheadshot vehicle and that your chosen shooting location will be accessible by trolley from the parking site.

You, the client, confirm that you will allow myheadshot a minimum of 30 minutes set-up time and a minimum of 30 minutes tear down time in the location of your shoot prior and post to your agreed shoot time.

You also confirm that you have provision for a minimum of 3m x 3m clear space for your shoot to be conducted within (minimum ceiling clearance height of 240cm) and that there will be access to a UK 13A power outlet.

myheadshot will always endeavour to deliver professional results in whatever space or other arrangements you have available, however, you, the client, acknowledge that any restrictions of these requirements will result in a limited range of headshot options being available to you.

## **Payment**

Unless settled by invoice bank transfer or cash, you consent to your payments being processed via Zettle.

## **Receipt of images**

Images will be delivered via digital download within 7 days of your session and completion and confirmation of payment. This guarantee is waived where delivery is impossible due to events outside the reasonable control of myheadshot (including for example power outages or telecommunications failures).

## **myRewards**

To be eligible to receive myRewards, you, the client, consent to your records being held on file and for myheadshot to contact you about your rewards and ongoing relationship with myheadshot. myheadshot reserves the right to suspend or retract myRewards benefits at any time without notice.

## **Disputes**

myheadshot is a Ltd company registered in England and these Terms and Conditions shall be governed by English law and English Courts.

## **Changes**

No changes to these Terms and Conditions are permitted except by agreement of both parties (you, the client and myheadshot) in writing.

myheadshot values relationships and wants to support you. If you do wish to amend these terms and conditions, then please do contact me and I will endeavour to meet with your requirements.

## **Exclusions**

myheadshot will not be liable for any breach of these Terms and Conditions that is caused by events beyond reasonable control.

## **Covid 19 restrictions (new introduction to T&C)**

In the event of lockdown restrictions or the need for an individual to isolate due to displaying Covid symptoms, you and myheadshot recognise that this is beyond reasonable control and cancellations or rebookings may be made by either party with no liability.