

This agreement is between you, the Client and Scott Gorman trading as Scott Gorman Photography hereby referred to as the Photographer.

1. Deposit and Payment: The Client shall make a non-refundable deposit to the Photographer to perform the services specified. The deposit will be agreed with the Photographer prior to this agreement and will vary depending on the product and services which have been procured.
2. Cancellation / Rescheduling: Requests to re-schedule the session will be at the discretion of the Photographer. In the event of cancellation by the Client, the deposit will be non refundable. Late arrival to the session may result in no shoot taking place.
3. Completion Schedule: The Photographer shall endeavour to make gallery proofs available through an online gallery proofing website or through an in-person ordering session within 4-6 weeks from the date of the session. Galleries shall remain open for 30 days from delivery with any request to extend this incurring a £20 un-archival fee.
4. Copyright: The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, social media, portfolio entries, sample products, products for re-sale, editorial submissions and use, or for display within or on the Photographer's website and/or studio.
5. Client's Usage: The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorise any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release.
6. Social Media: The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.
7. Failure to Perform: If the Photographer is unable to perform this agreement for any reason, the Photographer reserves the right to arrange for another suitably qualified photographer to facilitate the session. In the event that this is not possible, the Photographer shall return the deposit to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic

- materials due to technological malfunctions or otherwise lost or damaged, liability shall be limited.
8. Indemnification: You 'The Client' expressly release the photographer of all claims, damages, and liabilities that may result from accidents or incidents that occur during the session.
  9. Damage to Equipment or Studio: The Client shall be held liable for any damage to the Photographer's equipment or premises arising as a result of the Client or other attendees to the session including animals. This liability extends to any loss of earnings which may result.
  10. Data Usage: Your data may be used by Scott Gorman Photography to advise you of products, services and promotions and passed to third parties for research and analysis purposes.
  11. Dispute resolution: Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court cost, reasonable legal fees, and legal interest on any award of judgment in favour of the Photographer. All actions, whether brought by Client or by Photographer will be filed in the Photographer's country of business/residence



Thanks again for  
choosing Scott  
Gorman Photography

