

BITS & BUBS PHOTOGRAPHY
by CHLOE LAU



TERMS & CONDITIONS

NEWBORN SESSION AGREEMENT

1. PAYMENT:

A non-refundable deposit must be paid in full in order to reserve a date agreed upon by the Client & the Photographer. Remainder of the agreed upon fees must be paid in full after session before commencement of editing. Payment must be made electronically via bank transfer unless otherwise instructed. Fees are subject to current pricing & cover the time and talent needed to capture your photos. Newborn sessions are booked according to your due date. Get in touch within 24 hours of your baby's arrival so we can prepare for your session.

Prints and albums must be ordered within 90 days of the Client's session date. Failure to place an order within 90 days will void any obligations or liabilities of the Photographer. The Photographer is not obligated to keep the Client's images on file after this time frame has passed. Pricing is adjusted periodically and future orders will be charged at the current prices at the time the order is placed.

2. CANCELLATIONS & RESCHEDULING:

If the photography services are rescheduled or canceled for any reason, the deposit is non-refundable and only transferable at the Photographer's discretion. If your child is feeling ill, please call to reschedule at least 24 hours before your session.

If the Photographer is unable to perform the session due to illness, baby's disposition, inclement weather, emergencies, acts of God, & other causes beyond their control, the Client shall be allowed to reschedule at the Photographer's discretion or the Photographer will refund all monies paid and make every effort to substitute another comparable photographer to take your photos. The Photographer will assume no further liability in regards to this agreement. Any Client who is late to a session will have the minutes/hours late subtracted from the duration of their session.

3. TRAVEL & ADDITIONAL FEES:

The Client is responsible for covering any additional fees and costs related to location choice (mileage, plane tickets, hotels, admission fees, parking, etc.). Travel up to 50 kilometres from 78000 is included. There is an additional travel fee for any location outside the 50 kilometre radius. Time and travel above this will be invoiced accordingly, and shall be agreed upon prior to scheduled session.

4. PREPARATION:

A typical newborn session lasts 3-4 hours. Please have your baby clean & ready to go before the session starts. The baby shall be fed right before the session starts or just prior to arrival. The Client will do their best to keep the baby awake for one or more hours right before the session. The baby shall be dressed in loose-fitting clothes for ease of changes, & the Client shall bring supplies for feeding, nursing, & soothing. Only the subjects being photographed should be present during the session. Photographer needs to be notified of any siblings that will be in the photoshoot. Please do not bring anyone else outside of immediate family members.



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5. RETOUCHING:

If the Client has a request for an alteration of an image, please let the Photographer know before ordering prints. Any modifications that fall beyond the natural output produced by the camera will incur fees as decided by the Photographer. Once the changes have been requested, the additional charges apply regardless of whether or not the final product is purchased. The Photographer retains the right of discretion in selecting the photographic materials released to the client.

6. COPYRIGHT / MODEL RELEASE:

The Photographer shall retain copyright ownership of all images created and has the exclusive right to use and publish photos taken of the Client and all subjects referred to within this agreement, including, but not limited to social media, print, marketing materials, commercial art, advertising, publishing (including publishing electronically online), and for any product or services. The Photographer assumes no liability for any and all claims that may arise out of the use or connection with the use of these images, including the expectation of privacy or confidentiality for the Client and/or any minor child or children depicted in these images. Please advise the photographer if you do not wish to have your images used for abovementioned purposes.

The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's images are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize 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. The Client will not receive financial compensation or royalties of any kind associated with the images taken of themselves, their children, or anyone associated with these photographs.

7. IMAGES & ORDERING:

The Photographer shall make gallery proofs available through an online gallery proofing website or through an in-person ordering session. These proofs shall be available to the Client within 4 - 6 weeks of the session. The online gallery expires after 14 days. Please place your order within those 14 days of proof posting. There is a \$50 fee to repost or extend the gallery past that time. Print orders must be made and paid in full at the time of ordering, and your final print order will be ready approximately 2-3 weeks after the order is placed and paid for. Canvases and printed products may take up to 3 weeks.

Order pick-ups are available by appointment only. The Photographer is not responsible for orders left past 30 days. Handle your portraits with extreme care. The Photographer assumes no liability for damage incurred as a result of improper handling, framing, or displaying printed products. Due to the nature of this service, all sales are final. Please examine your order carefully upon pick-up & address any concerns immediately. Client is aware that the quality of the end result print of the digital files delivered is not under the control of the Photographer and cannot be held liable for the quality of services provided by third parties.

8. LIABILITY:

This limitation on liability also applies in the event that photographic materials are damaged in processing, lost through camera or equipment malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. The Client releases the Photographer and all employees of the Photographer from all liabilities, claims, and damages that may result from any accidents or incidents that may happen during the session.

The photographer shall not be liable on the performance and mood of the baby during the session. While the photographer will attempt to capture the picture as best she can, she cannot guarantee it if baby is crying, fussy or awake. If such event occur, it is up to the photographer's discretion on rescheduling of the session.

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9. ARBITRATION:

Any controversy or claim resulting from or relating to this contract or the breach thereof shall be settled by arbitration, administered in accordance with the Malaysian Arbitration Act 2005, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office. Either party may refuse to arbitrate when the dispute is for a sum less than \$200. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

10. ADDITIONAL CLAUSE FOR COVID-19:

I knowingly and willingly consent to a photography session with Chloe Lau, owner of Bits& Bubs Photography.

I understand that the COVID-19 virus has a long incubation period during which carriers of the virus may not show any signs or symptoms and still be contagious. I understand that Bits & Bubs Photography will take precautions regarding COVID-19 prevention, but it is impossible to determine who is a carrier given the current limitations in virus testing.

I understand that should I have been diagnosed with COVID-19, positive within 14 days before/following my session, I will contact Bits & Bubs Photography to let her know of my positive diagnosis.

I release Bits & Bubs Photography for all liability associated with receiving a COVID-19 positive diagnosis following our session.

I confirm that no member of my family that will be included in the session, coming to the session, or that I have had recent exposure to is experiencing any of the following symptoms associated with COVID-19: fever, shortness of breath, dry cough, runny nose, sore throat, loss of taste or smell, fatigue not associated with sleep. If they are experiencing any of the above mentioned symptoms, I will call Bits & Bubs Photography immediately to reschedule my session.

I understand that Bits & Bubs Photography has the right to cancel or reschedule any session at any point in time due to COVID-19 implemented regulations, health concerns, possible exposure, or arising symptoms of COVID-19, and is not liable for any costs accrued by the client (i.e. hair appointments, cake or clothing purchases, etc) associated with my session.

If my session is canceled or rescheduled due to a COVID-19 related illness or presenting symptoms, I understand that the retainer fee paid to Bits & Bubs Photography is non-refundable but will be transferred to a new date.

I CERTIFY THAT I HAVE READ THE TERMS AND CONDITIONS
& FULLY UNDERSTAND ITS CONTENTS.

CLIENT'S NAME (PRINT): _____

CLIENT'S SIGNATURE: _____ DATE: _____

PHOTOGRAPHER'S SIGNATURE: _____ DATE: _____