

Chris Youell Photography

Photography Services Agreement & Terms and Conditions

Business Name: Chris Youell Photography

Photographer: Chris Youell

Location: Queenstown, New Zealand

Website: www.chrisyouell.com

Plain-English Summary

- A 20% booking fee is required to secure your shoot date.
 - The remaining balance must be paid no later than 7 days before your shoot.
 - Booking fees are non-refundable.
 - I retain copyright of all images.
 - I may use images from your session on my website, social media, and marketing materials.
 - You are free to download, print, and share your images for personal use.
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1. Agreement Overview

This agreement outlines the terms and conditions under which Chris Youell Photography (the Photographer) provides photography services to the client (the Client). By paying a booking fee, signing a proposal, or engaging the Photographer's services in any way, the Client confirms they have read, understood, and agreed to these terms.

2. Booking & Confirmation

A booking is confirmed once: - The booking fee has been paid, and - Written confirmation has been provided by the Photographer.

Bookings are accepted on a first-come, first-served basis. Dates are not reserved without payment.

3. Fees & Payment

- All prices are quoted in NZD and include GST unless stated otherwise.
 - A **non-refundable booking fee of 20%** of the total package price is required to secure the date.
 - The remaining balance is due **no later than 7 days prior** to the scheduled shoot date (unless otherwise agreed in writing).
 - Failure to pay the remaining balance by the due date may result in cancellation of services and forfeiture of the booking fee.
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4. Cancellations & Rescheduling

Client Cancellations: - Booking fees are non-refundable. - If cancellation occurs within 7 days of the scheduled shoot, the full package fee may be payable.

Rescheduling: - One reschedule may be offered due to illness, unforeseen circumstances, or weather, subject to availability. - Additional reschedules may incur a fee.

Photographer Cancellations: In the unlikely event the Photographer cannot attend due to illness or emergency, all monies paid will be refunded in full, or an alternative date will be offered. No further liability will be accepted.

5. Weather & Environmental Conditions

Photography in Queenstown and Central Otago is subject to rapidly changing weather and environmental conditions. The Photographer will always aim to work safely and creatively within the conditions on the day and use local knowledge to adapt where possible. Weather alone does not constitute grounds for a refund.

6. Artistic Style & Editing

The Client acknowledges that they have reviewed the Photographer's portfolio and accept the Photographer's artistic style, editing approach, and creative judgement. - Image selection and editing are at the Photographer's discretion. - Unedited (RAW) files are not supplied. - Minor retouching is included. Extensive retouching may incur an additional fee.

7. Image Delivery

- Images will be delivered via an online gallery.
 - Standard delivery timeframes:
 - Engagement / family sessions - within 7 days
 - Weddings - within 4–6 weeks (unless otherwise agreed)
 - Delivery timeframes may vary during peak season.
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8. Copyright & Usage

The Photographer retains full copyright of all images under the Copyright Act 1994 (NZ).

The Client is granted a non-exclusive licence to: - Download, print, and share images for personal use - Share images on social media with credit where reasonably possible

Images may not be sold, altered, or used for commercial purposes without written permission.

9. Photographer Usage

The Client acknowledges and agrees that the Photographer may use images from the shoot for: - Website and online portfolio - Social media platforms - Marketing, advertising, and promotional materials

This permission is granted indefinitely and without compensation. If the Client prefers certain images not be used publicly, this must be requested in writing prior to the shoot and agreed to by the Photographer.

10. Client Responsibilities

The Client agrees to: - Ensure cooperation from all participants - Obtain permissions for photography at chosen locations if required - Notify the Photographer of any special requests or restrictions in advance

The Photographer is not responsible for missed images due to lack of cooperation, late arrivals, or restrictions imposed by venues or third parties.

11. Liability & Indemnity

The Photographer will take all reasonable care but shall not be held liable for: - Injury, loss, or damage to persons or property during the shoot - Failure to deliver images due to events beyond reasonable control (including equipment failure, acts of God, or emergencies)

Liability is limited to the amount paid by the Client.

12. Force Majeure

Neither party shall be liable for failure to perform obligations due to circumstances beyond their control, including but not limited to natural disasters, government restrictions, or serious illness.

13. Privacy

Client information will be handled in accordance with the Privacy Act 2020 (NZ) and will not be shared with third parties except as required to deliver services.

14. Governing Law

This agreement is governed by the laws of New Zealand.

15. Acceptance

By proceeding with a booking, the Client confirms acceptance of these terms and conditions.

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Last updated: 1/12/2025