

Terms and Conditions

1. Definitions

1.1 The 'Photographer', 'Us/Our', 'We' refers to Portraits By Moses.

1.2 The 'Client' refers to 'Your', 'You' the individual or organisation who hires the photographer from Portraits By Moses on a freelance basis.

1.3 'Image' and 'Photographs' refer to all photographic production by Portraits By Moses.

Welcome to Portraits By Moses. By accessing or using our website (www.rmmoses.co.uk) and booking services (www.portraitsbymoses.setmore.com), you agree to the following terms and conditions. Please read them carefully. If you do not agree with any part of these terms, you should not use these services.

2. Business Details

2.2 Business Name: Portraits By Moses

2.3 Mailing address:

86-90 Paul Street
London, EC2A 4NE

2.4 Studio location:

The Laundry Studios,
Warburton Road,
E8 3FN

3. Services Offered

3.1 Portraits By Moses headshots deliver high-quality headshots that clients can use for their spotlight, portfolio or social media. These headshots are made with an attention to the individuals persons character and authentically showcases the client's appearance, offering casting agents an accurate representation of their look.

3.2 Opening month deal of fifteen-minute sessions includes two edited images with one look and one backdrop. Thirty-minute sessions includes three edited images with two looks and two backdrops. Sixty-minute sessions includes five edited images with three looks and four backdrops.

3.3 Additional images can be purchased at an extra cost. Whole unedited gallery can be purchased at an extra cost.

3.4 Edited images will be delivered within 1 week of receiving the client's selected favourites.

4. Images

4.1 You will receive images via digital transfer link.

4.2 All final image sizes are nominal.

4.3 The Photographer will colour balance all photographs which they deem to be appropriate but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres and or anomalous lights. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

4.4 Digital proofs will be ready approximately within 8 to 12 weeks after the date of the event(s).

4.5 Portraits By Moses is not liable to provide every image taken at in the shoot. The determination of images delivered to the Client is left to the discretion of the Portraits By Moses.

4.6 Portraits By Moses will maintain backup copies of the images in archives for a period of 3 months,

4.7 There is no minimum or maximum amount of images you will receive.

5. Rescheduling and Cancellation

5.1 All bookings - are non-refundable.

5.2 Headshots can be rescheduled up to 72 hours before the session.

5.3 A second reschedule will result in a flat rate of £50, unless the request falls within 24 hours of the session date, in which this will cost £75.

5.4 Lateness exceeding 15 minutes will result in session cancellation without a refund.

6. Creative License

6.1 Portraits By Moses shall be granted artistic licence in relation to the poses photographed and the locations used.

6.2 The style and the number of photographs are also dependent on vagaries of the weather and the availability and willingness of the clients and their guests.

6.3 The Photographer will make their best effort to honour requested photographs but does not undertake any guarantee for any specific picture nor incorporate any specific background, location or group arrangement.

7. Usage Terms

7.1 Clients under 18 must be accompanied by a parent or guardian during sessions.

7.2 Portraits By Moses reserves the right to deny service to clients displaying inappropriate, disruptive, or disrespectful behaviour. Clients displaying this type of behaviour will be asked to leave and will not be refunded.

8. Copyright

8.1 Any images or copies of images whether stored digitally or otherwise and on any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow any images to be copied photographically, electronically or created by any other means as part of this agreement without the prior

permission of Portraits By Moses, The Photographer(s) or the Client's in writing. Negatives/Digital RAW files remain the sole property of Portraits By Moses and will not be available to you the Client. All other photographic materials, including but not limited to transparencies, proofs, previews and digital files, shall be the exclusive property of the Client and Portraits By Moses only.

8.2 You agree that Portraits By Moses may display and use images taken at your shoot in their studio; on any display areas in public or in private; for exhibitions, competitions, advertising, websites, social media networks and has the right to sell, re-sell or auction off your images for profit and for any other purpose deemed appropriate by Portraits By Moses.

8.3 Portraits By Moses owns the Copyright to all images created from your booked photoshoot. The images are licensed to you the Client for professional use as profile pictures on spotlight or other professional profiles, sharing or displaying electronically with Family and Friends and for printing by you the Client as mentioned in this agreement.

8.4 Clients may request the deletion of their content by emailing portraits@rmmoses.co.uk

8.5 Clients may request the removal of their content from Portraits By Moses social media or website by contacting portraits@rmmoses.co.uk

9. Liability Disclaimer

9.1 Portraits By Moses is not responsible for errors, omissions, or delays caused by circumstances beyond our control.

9.2 Clients are responsible for sourcing additional services (e.g., hair and makeup, stylists, wardrobe).

10. Governing Law

10.1 These terms are governed by the laws of England and Wales. Any disputes will be resolved exclusively in the courts of England and Wales.

11. Contact Information

Email: portraits@rmmoses.co.uk, Phone: +44 (0) 7438 718827

11.1 By booking a session with Portraits By Moses, you agree to these terms and conditions. Thank you for choosing Portraits By Moses for your professional media needs.

12. Complaints

12.1 Any complaints should first be raised by the Client with Portraits By Moses in writing within 5 working days from the date of receipt of the images. Any complaints made after 5 working days from the receipt of the images will be void.

13. Receipt of services

13.1 You are required to confirm the receipt of all paid services to Portraits By Moses once you receive them.

14. The Agreement

14.1 The agreement incorporates the entire understanding between the mentioned parties on the Booking Form: It supersedes all prior and simultaneous agreements between Portraits By Moses and the Client. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract.

14.2 The due performance of the agreement is subject to alteration or cancellation by either party owing to any cause beyond their control.

14.3 It is agreed that the above terms set out the total agreement made between the parties and that no variation or modification of this agreement shall be effective unless agreed by both parties in writing.