



BOOKING A SHOOT

TERMS & CONDITIONS

LAST UPDATED SEPT 2019

dudoools
Photography

PREPARED BY
CARMEN CLARE

Terms + Conditions of Purchase: Dudools Photography

Please read the following portrait and product contract terms and conditions. You will be asked to indicate you have read and agree to these conditions prior to purchase and to your shoot. Your session spot will be confirmed on receipt of the session fee and booking form and adhering to the terms and conditions of the shoot.

SESSION FEES + CHARGES

1. A non-refundable Session Fee is due in order to secure the session date and time. Dudools Photography has the right to give the session date and time to another client if the session fee has not been received two weeks prior to the session.
2. The Session Fee includes up to 6 people in the session. Additional people will be an extra \$25 per person unless specifically negotiated.
3. Pricing of Prints, Wall Hangings & Digital Collections: Individual prints start at \$250, Wall art from \$800 and digital bundles start at \$800. Product collections range from \$1500-\$4000. There is a \$450 minimum spend on checkout for all photography purchases.
4. The client acknowledges that they have read and understood pricing as per section 3, including minimum spend. Acknowledgement of this is confirmed via payment of the session fee and agreeing to these terms and conditions.
5. In the event that the client needs to reschedule the date, Your Dudools shoot requires 24 hours notice. The Session Fee is transferable to another date within the following 12-month period. In the event of changes to the studio price list, prints and product pricing and availability for sessions will apply as at the newly booked date.
6. Your Photographer may reschedule the session if weather conditions will hinder the shoot (such as heavy rain). All attempts will be made to avoid this, however, sometimes it is in the client's best interest to postpone to another date with better conditions.
7. Orders are to be placed at the viewing session and all decision-makers MUST be present.
8. If circumstances arise that the client is unable to place their order at the ordering session, another can be scheduled for \$75, payable prior to second viewing the gallery again.
9. Additional editing & Photoshop Work: Images purchased include basic retouching (removal of blemishes, skin smoothing, reduction of dark lines under eyes). Further custom or client directed retouching is an additional \$20 per hour per image.
10. Due to gallery limits and cost of storage, where an order has not been received and paid for within 30 days of the first gallery expiry date, the images will be removed.
11. All orders must be confirmed in writing or via our ordering system and accompanied by full payment before any order will be placed.
12. Payment plans are available with administrative fees being applied.

TAX POLICY

Please note that prices in bold on the pricing table include GST and as per Australian Tax Law, 10% GST must be charged to Australian residents.

The customer acknowledges that payment plans and pay in full prices will be deducted from their account with 10% of the added as GST. The receipt will the breakdown of 10% GST component will be provided upon purchase.

PAYMENT PLAN POLICY

Payment plans attract administrative fees. Customers who purchase using payment plans acknowledge that their entire fee, whether paid in weekly or monthly instalments or paid in full, must be paid **PHOTOGRAPHY IS CUSTOM IMAGES FOR EACH INDIVIDUAL. No refunds or credits towards other photos will be issued** on partial payments made as you will receive products upfront.

The customer acknowledges that they are making a commitment to pay the entire fee to Dudools Photography and associated entities in exchange for the privilege of take home layby and they further agree to make all payments when they are due, as a binding financial agreement. Late payment of payment plans will attract a \$40 late fee. If unable to make payment **PAY RIGHT** must be contacted. Persistent unpaid payments may also be outsourced to our credit management agent. This action may result in your loss of credit rating and/or court action against you. You may also be responsible for any recovery and/or legal fees incurred by us during this process.

USE OF IMAGES AND COPYRIGHT

The client agrees that Dudools owns the Copyright in all photographs. The client gives permission to For Dudools to use any image of the session for industry competitions and as required subsequent usage and for reasonable general promotional advertising for the business. The usage for any other purpose (such as use on social media and websites) can be negotiated and noted on the Portrait Release form.

As Dudools the Copyright, when purchasing printed products, the client agrees not to copy, cause to be copied or allow anyone else to copy, photocopy, laser copy or computer scan any images. If clients purchase digital negatives, clients are granted authorisation to obtain unlimited reprints for personal use only. The photographs provided on the USB or download may not be sold, edited, altered (other than resizing for print) or used for any commercial purpose under any circumstances, without written permission. The client will use the photographs and negatives as agreed above and understand that not doing so is a breach of this agreement.

Watermarked low-resolution images may be provided on social media sites and our blog for the clients to share with friends and family. The client is welcome to tag themselves and share these images; however altering the image in any way, including cropping out the Dudools watermark is a direct breach of Copyright.

All purchased images will remain on file for 12 months. Due to file storage limitations, un-purchased images will be deleted from our systems on 31 December each year. Ordering further prints and products is available until that date.

REFUND POLICY

In the case of camera failure, inclement weather, or any other unforeseen incident that prevents Dudools Photography from shooting on the scheduled date and also unable to reschedule the time, the client will get a full refund of their session fee. In the event that the client needs to reschedule the date, **Dudools requires 24 hours notice. No refund will be given under any circumstances if the client fails to attend the confirmed photo shoot date and time with less than 24 hours notice.**

RETURNS POLICY

Please choose carefully. Due to the nature of custom photography, all sales are final. Dudools Photography does, of course, guarantee that the portraits you receive meet the highest standards in every respect and works with the customers to approve designs and custom work before orders are placed. Our Canvas art is backed by a 75-year unconditional guarantee.

Our goal is complete satisfaction with your purchase.

Digital Files

Due to the nature of digital photography and the fact that photographs, once sent, cannot be returned; Dudools has a strict NO REFUNDS POLICY on digital files. Once a transaction has been completed (i.e., the client has selected and paid for the digital image(s) and has sent the buyer the correct digital image (s) whether, via USB or direct download, it is then considered non-refundable. Also, no files will be released until paid in full.

Refunds will NOT be given once a digital image has been delivered.

Albums/Printed Photos/Wall Hangings

Due to the custom pre-designed nature of these products, there are no refunds or returns or exchanges on any custom-designed products order. Orders are placed with suppliers within 24 hours of receipt of the full payment of the product. In the event of any change of mind or alterations, all changes must be received prior to ordering with our supplier, so within 24 hours of payment.

In the event of a manufacturer defect, the client must report and show evidence within 48 hours from the date it was received.

In the event of damage during shipping, a separate claim must be filed with the shipping carrier and must be reported, including photographs taken prior to show damage from the original packaging as well as damage of the product within 48 hours of being received).

In the event that an error was made on the part of Dudools Photography such as size, colour, style, image compared with the ordered product, we will replace at our cost.

Payment of orders is due when the order is placed.

Payment plans are available.

Prints and products arrive 4-6 weeks after payment is received.

Albums take approximately 6-10 weeks as they are custom designed and hand made.

Rush postage is available on some items for an additional charge.

All rates are subject to change at any time. All pricing is non-negotiable unless booked through a special promotion.

SECURITY POLICY

Credit card payment transactions are currently processed through Square, Paypal or Stripe with their 128 bit SSL encryption, which is the industry standard. Dudools Photography entities use Square and Stripe for its online credit card transactions. Stripe and Square processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the Stripe and Paypal gateways are secured payments.

Payments are fully automated with an immediate response. Your complete credit card number cannot be viewed by Clare Stephens and associated entities or any outside party. All transactions are performed under 128 Bit SSL Certificate. All transaction data is encrypted for storage within Paypal and Stripe's bank-grade data centre, further protecting your credit card data. Stripe and Paypal are authorised third party processors for all the major Australian banks. Stripe and Paypal at no time touch your funds; all monies are directly transferred from your credit card or bank account to the merchant account held by Carmen Clare.

Payment plans done through Pay right are subject to Payright's Terms and Security Policy. If you have any questions regarding our security policy, please contact our customer support team.

FINANCIAL RESPONSIBILITY

We have made every effort to accurately represent our products. Customers acknowledge that for any products purchased, that payment of the fee will not place a significant financial burden on them or their family and that any decisions and their consequences are the customer's sole responsibility.

INFORMATION DISCLAIMER

The information contained in this website is intended for marketing purposes. The information is provided by dudools.com and associated websites and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Indemnification for Loss or Damage.

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Program or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

We have taken proper care and precautions to ensure that the information we provide in the Session is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site. The information contained on this Website should not take the place of professional advice.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website and photography.

LINKS TO OTHER WEBSITES

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Through this website, you are able to link to other third-party websites which are not under the control of dudools.com or associated websites. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

PRIVACY POLICY

Dudools Photography is dedicated to keeping your details private.

Any information we collect in relation to you is kept strictly secured. We do not pass on/sell/swap any of your personal details with anyone. We use this information to identify your orders, provide you with our free content and promotions and to personalise your experience with us; that's all.

For photoshoots, we require a model release to be signed for you to allow us to use your images in our marketing, teaching and promotional material as well on social media sites. We may use the information we have for internal recordkeeping, to improve our products and service, to let you know about new products, special offers or content we think you may find interesting. At the time, we may send you promotional information about third parties which we think you may find relevant. From time to time, we may also use your information to contact you for market research purposes. We may use the information to customise the website according to your interests.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website. Cookies sent to your computer from Dudools Photography only last while you're browsing our website. We do not store persistent cookies on your computer. Cookies also allow us to give you more personalised shopping experience by displaying products that interest you throughout our product pages, thus providing you with a more friendly, interesting and enjoyable shopping experience.

Whenever you use our web site or any other web site, the computer on which the web pages are stored (the Web server) needs to know the network address of your computer so that it can send the requested web pages to your Internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer, but otherwise, it is anonymous.

We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalise an order you may wish to make. After completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order. All private details are stored on an encrypted cloud database online, and on the directors, password-protected business computer. Every reasonable endeavour is made to keep your details private and secure.

Our privacy policies include but are not limited to the following:

- i. Initial contact information including names, phone numbers, addresses and other personal information may be collected by myself by phone contact. In this case, the information will be input into our office computer to a secure drive, which is password protected.
- ii. Initial contact information may also be collected by myself by way of email or contact forms received. Our email is password protected and the data will be saved into our computer secure drive, which is password protected and also within our email autoresponder systems Active Campaign which provides secure, encrypted servers and my account are passwords protected. No other parties will have access to this information.
- iii. We will use the initial contact information exclusively to follow up enquiries, send VIPs offers, make appointments and otherwise correspond with clients. Under no circumstance would we give any client details to third parties without first requesting their specific permission.
- iv. Any personal information gathered on hard copy forms at live seminars or workshops will be entered into the secure data systems as above and the hard copies shredded and securely disposed of.
- v. We are compliant with CAN-SPAM laws, and provide easy access to unsubscribe from any mailing lists or newsletters. Once you are unsubscribed from that list, your details are stored on a blacklist within our email auto-responders so your email is never re-added by mistake.
- vi. We would never sell, rent, or share your private details with any third party without your express permission.

if you have previously agreed to us using your personal information for direct marketing purposes through entering your email address in exchange for information, you may change your mind at any time by writing to us at info@dudools.com. You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held on you please write by writing to us at info@dudools.com

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

