

Terms and Conditions: Nicola Bald Photography

1. Our Promise

Nicola Bald Photography aims to deliver excellent photographs during your experience and endeavours to deliver satisfactory customer experience throughout. If you are not satisfied with your experience, our production, or the service received, please inform us in writing to nicola@nbphotos.co.uk.

2. Bookings

All bookings are subject to availability and by appointment only. We reserve the right to change appointments at our discretion. All available sessions will be offered at the time of booking. You have a duty to inform us of any changes you need to make to your booking; photo session or viewing/ordering appointment. Changes to any bookings must be made prior to the day of your appointment. Failure to attend a booking or notify us to request a change out with a 48hr notice period will result in a loss of your session, deposit and voucher entitlement.

4. Cancellations & Changes

If you need to make any changes to your booking appointment please call the studio 0131 510 1105, studio@nbphotos.co.uk. To cancel any appointment a 48hr notice period is required. If you fail to show for your photo session, you would forfeit your deposit, but we will keep your session voucher valid, another deposit would be required on booking. Failure to show for a viewing appointment would mean we have the right retain your deposit. You must re-book any cancelled or missed appointments within 7 days to save your session, any entitlements and deposit. Failure to give adequate notice we will void your deposit. The studio retains the rights to change your booking at any time and at short notice.

3. Deposits

All bookings require a studio deposit to secure the time. The deposit paid, is only refunded when attending the viewing and on the condition that all booking and viewing terms are met. The deposit can be used as a spend towards additional images and packages. If you have a gift voucher, please check the entitlement details. Our standard deposit fee for Portraits and Pets is £20 and £30 for all Make-Over sessions and Bump to Baby shoots. If you are adding people to a session an additional payment of £15pp must be made at the time of booking and is non-refundable. If the additional people fail to attend on the day, payment is non-refundable. Only one voucher can be used at any one session. Multiple vouchers maybe used for Mother and Daughter shoots, we advise one voucher and an add on. Please speak to the booking team when booking generation shoots. In the instance of multi-voucher use for Mother and Daughter only, a proportion of the deposit will be kept for extending the shoot and to cover staff costs. Please speak to one of the team to discuss. The full balance for all party and group bookings prior to the shoot date. A deposit of 50%, payable on booking. We reserve the right to obtain your deposit if you fail to meet any of our booking terms and conditions.

5. Sessions

Please arrive promptly for your appointment. All clients, please ensure clothing is clean and ironed, prior to attending the shoot. Portrait clients; please arrive camera ready, we do have changing facilities, a preparation area will be made available to families including baby changing facilities.

A change of outfit is optional for all Portrait sessions, but maybe limited due to time constraints on the day. Please discuss your intentions when booking your shoot. Make-Over clients; please arrive with no make-up and dry clean product free hair. You must be prepared by bringing your own outfits and accessories. Advise on each shoot type and what to bring, will be discussed with one of our team on booking and the required details sent along with your booking confirmation. All make over sessions include; make up application and a dry hair style, tidy, curl or straighten. Changes may be made to your make up and hair throughout and depending on the booking details. Set changes apply to all shoots.

If you have any skin complaints, i.e. cold sores, sty's, head lice, infections or health concerns effect the success of your shoot, we ask that you contact the studio prior to the shoot and the shoot will be re-scheduled. These types of medical conditions can contaminate the make-up artist's brushes, spreading infection and causing a public health liability.

Late arrivals, attending without the recommended attire or failure to inform us of any health conditions, will result in the studio advising to re-schedule on the day. In the event of the studio refusing for the shoot to go ahead, another deposit would be required to re-arrange the shoot

6. Viewings

Your viewing appointment can be arranged at the point of booking, or on the day of your shoot. We may suggest a same day viewing if appropriate on booking. Same day viewings can be arranged or requested but are subject to availability, as time restrictions apply.

At the viewing you will be shown a preview of proof images. At this point you can make your selections; gift entitlement and order any of our print, wall art or digital packages. Your booking deposit can be used towards any additional spend. We provide you a pdf of our price guide attached to your booking information. On the day you may also be offered additions to the published deals.

Only one viewing will be offered, all unwanted images are deleted after the viewing. Instant viewings can be requested but are subject to availability. We do not offer an online gallery service, as we want you to see your photographs in the best way possible with our trained staff to help.

7. Voucher and Session Entitlements

You may have received a voucher from an outside vendor e.g. Wowcher, Living Social, Groupon. They do not set our studio terms and conditions. Once your redemption code is activated, all further contact should be made directly to Nicola Bald Photography. Each client is entitled to a single session in the studio and a single one-hour in our viewing suite. Studio time includes getting ready prior to shoot and exiting the studio. Any re-shoots or additional viewings *will* be subject to a £20 fee. Viewings are arranged either prior or on the day of the shoot, if you cannot sort an appropriate date you must book within 7 *days* to retain your voucher entitlement, deposit and gift print. During your viewing you may select the images you wish to keep. You can then decide on a package, re-occurring payments terms are available on orders. If you are only choosing the gift print that is your session entitlement offered by the voucher company; this image must be selected from the first set of images that the photographer has captured. You will be advised on this at the viewing. Any refunds of deposits will only be processed at the viewing/ordering appointment only. Anyone considering a package will be offered time to meet their decision. If a decision cannot be met within the allocated viewing time, we will retain the deposit whilst the decision can be met offsite. If only a gift print is selected, no deposit will be returned, this payment covers admin costs and image storage.

Gift prints/Session entitlements; these products have no value and therefore cannot be transferred or substituted for any other goods and services. "Deal" prints are non-transferrable except for an upgrade option to the next print size for a one-off fee. Any digital images offered as part of a deal are low resolution, solely for the following use; file sharing, social media and screen use only. The copyright image files need to be purchased, releasing the right to re-print and reproduce the images.

If you fail to attend or notify us to request a change of booking out with our 48hr notice period, we retain your deposit and require another deposit to rebook. If clients do not attend a viewing of the photographs no deposit or entitlement will be offered, and we will delete the images from the system.

8. Orders

Due to the individual nature of the images we create, orders cannot be altered or cancelled once placed. If images do not meet the expectations, we will look over and amend if necessary. All images are retouched for the final production, and at the studio discretion, extreme retouching may include an additional fee. We want your images to be realistic we will consider your requests but may advise to keep the editing to a minimum. Nicola Bald Photography can offer payment plans where appropriate; goods can be paid for over a set period to suit your requirements. However, a minimum of 50% payment may be required but dependant of the value of the order. A payment must be made to process any order, all incomplete orders remain with Nicola Bald Photography until payment is received in full. All payment plan orders must be paid in full to receive the completed orders. Please allow 8 weeks for any print, digital, wall art products, and approx. 12 weeks for book products to be designed and produced. You will be advised at the viewing of a more accurate turn around time based on individual productions. If you require your images sooner for a specific date you must tell the studio, a surcharge payment of £20 will be applied.

All our products are bespoke, and hand finished, this may result in minimal variations in sizes and crops to the pictures i.e. Print or digital image files.

9. Copyright

Without exception Nicola Bald Photography own/retain the copyright of all images taken. Any copying, scanning, electronic transfer (via websites) or duplication by clients, or any third party, is strictly prohibited and will contravene this copyright unless permission is given in writing. Clients purchasing digital files are sold the intellectual copyright, this license is for private use only, this does not permit the re-sell of these images or give a commercial right for use. To request the copyright license to use images commercially please contact Nicola on nicola@nbphotos.co.uk. We may use images for marketing purposes.

10. Smart phones, cameras and video

Use of personal image capturing devices are strictly forbidden, due to the sensitive nature of our work and copyright of our images, clients are NOT to use Mobile Phones or Camera equipment in the studio or viewing room areas. Anyone found to be in breach of this would invalidate any voucher entitlements, deposits, persistent use may result in the studios decision to terminate the shoot resulting in all terms invalid.

Copying any images produced by Nicola Bald Photography is theft, anyone found to be doing this may face prosecution and will be invoiced for all images set at the current price list rate. CCTV is in operation throughout the building to prevent crime.

11. Health and Safety

Clients are reminded that there is lighting equipment hanging from ceiling tracks at head level, the studio floor can become slippery when wet, that all tea and coffee served in the studio could be hot and running is not permitted in the studio apart from where the photographer may ask. Parents are reminded that they remain legally responsible for their children throughout the time in the studio. This extends to any damage caused. Please note that parents should ensure their children do not touch equipment such as cameras irrespective to where they have been placed by the photographer. Parents are encouraged to watch over their children during photo shoots and under the direction of the photographer be close by, especially with very young children. All persons under the age of 18 must be accompanied by an adult, always.

You must re-arrange your shoot if you have any issues such as cold sores, sty's, head lice etc. On arrival, if not disclosed, we reserve the right to cancel your session and arrange for you to rebook. This will result in loss of any deposit, we require 48hrs notice to cancel as advised.

12. Keeping In Touch

From time to time Nicola Bald Photography would like to keep you informed about your sitting, viewing, orders and our products, as well as special promotions and offers. We will never pass your details to any third party. If you wish to be removed from our mailing list please inform a member of the team you wish to 'opt out'.

We reserve the right to amend, vary or cancel these terms and conditions at any time with reasonable notice.

