

Renee Song Photography

Booking Terms

Please read these terms before making your retainer payment.

Acceptance of these terms: Payment of the 50% non-refundable retainer confirms that the Client has read, understood, and agreed to all terms in this Agreement. No additional signature is required.

1. Definitions

For the purpose of this Agreement:

“**Event**” refers to the wedding, proposal, portrait session, or other photography session booked by the Client.

“**Event Date**” refers to the scheduled date of the Event.

2. Acceptance of Agreement

This Agreement becomes legally binding upon receipt of the non-refundable retainer by the Photographer.

Payment of the retainer confirms that the Client has read, understood, and agreed to all terms and conditions set forth in this Agreement. No additional signature is required for this Agreement to be valid or enforceable.

3. Retainer and Payment

A non-refundable retainer equal to **fifty percent (50%) of the total agreed fee** is required to secure the Event Date.

The retainer constitutes agreed compensation for reserving the Event Date and declining other potential bookings.

The remaining **fifty percent (50%)** of the total agreed fee shall be paid in full on the Event Date, immediately upon completion of the photography coverage, unless otherwise agreed in writing.

Failure to complete payment as agreed may result in suspension of image editing and delivery until full payment has been received.

4. Rescheduling, Cancellations and Force Majeure

4.1 Rescheduling

If the Client requests to reschedule the Event Date and the Photographer is available on the new date, the retainer may be transferred to the rescheduled date.

If the Photographer is not available on the requested new date, the request shall be treated as a cancellation and the retainer shall not be refunded.

4.2 Cancellation by the Client

If the Event is cancelled by the Client for any reason, the retainer shall not be refunded.

If cancellation occurs less than **30 days** prior to the Event Date, the Photographer reserves the right to invoice for additional costs already incurred.

4.3 Inability to Perform / Force Majeure

If the Photographer is unable to perform the services due to serious illness, injury, force majeure, government restrictions, or other circumstances beyond reasonable control, the Photographer shall notify the Client without

undue delay.

Reasonable efforts will be made to arrange a qualified replacement photographer. If a suitable replacement cannot be arranged, liability shall be limited to a full refund of all payments received.

5. Image Quantity and Package Details

The number of final edited images delivered shall be determined by the package selected by the Client and the nature of the Event.

The Photographer will select and deliver all images considered suitable for final delivery based on professional judgment, including image quality, expression, composition, and overall relevance to the Event.

Duplicate images, test shots, missed-focus images, images with unflattering expressions, and other images that do not meet the Photographer's professional standards will not be delivered.

There are no additional hidden images available for separate purchase after delivery. All images selected by the Photographer as suitable for final delivery are included in the Client's final gallery.

RAW files and unedited images are not delivered.

6. Creative Control and Delivery

The Client acknowledges familiarity with the Photographer's portfolio and artistic style. The Photographer retains full creative discretion in capturing, selecting, editing, and delivering the final images.

Photographs will be delivered in JPEG format via an online gallery.

The final edited gallery will be delivered within **six (6) weeks after full payment has been received**, unless otherwise agreed in writing.

6.1 Editing & Retouching

All delivered images receive professional editing in the Photographer's signature style, including adjustments to exposure, color, contrast, white balance, cropping, and overall tone.

Standard editing does not include body reshaping, slimming, alteration of facial or body proportions, or other extensive retouching or digital manipulation.

Additional detailed retouching may be available upon request and may be subject to an additional fee.

6.2 Online Gallery Availability

The online gallery will remain accessible for a period of **one (1) year** from the date of delivery.

After this period, the gallery may be removed without further notice. The Photographer does not guarantee continued online access or storage beyond this period.

The Client is responsible for downloading and securely storing all delivered images within the one-year gallery availability period.

If the Client loses the downloaded images after the one-year period, the Photographer does not guarantee that archive copies will still be available.

If the images are still available and can be retrieved, an administrative retrieval and gallery re-upload fee of **1,500 DKK** may apply.

7. Copyright and Usage Rights

All copyrights in the photographs remain the sole and exclusive property of the Photographer.

The Client is granted a non-exclusive, non-transferable license for personal use only. This includes printing, sharing with family and friends, and publishing online for private, non-commercial purposes.

Commercial use requires prior written consent from the Photographer.

The Photographer retains the right to use the photographs for portfolio display, website presentation, social media, marketing, exhibitions, competitions, and other promotional purposes unless the Client requests otherwise in writing prior to the Event Date.

8. Social Media and Credit

When publishing the photographs online, the Client agrees to provide appropriate credit to the Photographer where reasonably possible and to refrain from applying filters or alterations that materially change the Photographer's editing style.

9. Image Storage, Archiving and Gallery Re-upload

The Photographer will store the final edited images for a minimum of **one (1) year** from the date of delivery.

After this period, the Photographer is under no obligation to retain archive copies and does not guarantee that the images will remain available.

If archived images are still available after the one-year period, an administrative retrieval and gallery re-upload fee of **1,500 DKK** may apply.

Payment of the retrieval and re-upload fee does not guarantee recovery of the images. The fee will only be charged if the images can be successfully retrieved and a new online gallery can be created.

Clients are strongly advised to download their entire gallery and maintain multiple secure backups of all delivered images.

10. Limitation of Liability

In the unlikely event of total photographic failure, loss of digital files due to technical malfunction beyond reasonable control, or lawful cancellation of this Agreement, liability shall be strictly limited to the total amount paid.

Neither party shall be liable for indirect or consequential loss.

This limitation does not apply in cases of gross negligence or wilful misconduct.

11. Data Protection (GDPR)

Personal data is processed in accordance with applicable Danish and EU data protection legislation, including the General Data Protection Regulation (GDPR).

Personal data collected in connection with this Agreement may include names, contact details, Event information, and images captured during the Event.

Such data will be processed solely for:

- Fulfilling contractual obligations
- Communication with the Client
- Delivering photographic services
- Accounting and legal compliance
- Legitimate business interests

Images may be stored and processed for portfolio, marketing, and promotional purposes unless the Client has requested otherwise in writing prior to the Event Date.

Personal data will not be shared with third parties except where necessary to fulfill the services, such as gallery hosting platforms, print labs, payment providers, or backup services, or where required by law.

Clients have the right to request access to their personal data, correction of inaccurate data, restriction of processing where applicable, or deletion of data in accordance with GDPR regulations.

Requests regarding personal data may be submitted in writing.

12. Governing Law

This Agreement is governed by Danish law.

Any disputes arising under this Agreement shall be subject to the jurisdiction of the competent Danish courts.