

lost in a moment of colour  
& make believe ...

[cyan.net.au](http://cyan.net.au)

# cyan

## terms & conditions

This Agreement expresses the full and complete agreement between the CLIENTS (Hereafter referred to as clients) and Cyan Portraits regarding the subject matter hereof. It supersedes all prior agreements. The only way a client can add to, or change, this agreement is to do so in writing, signed by all parties. These terms and conditions may be varied at any time, with or without notice to the client, at the sole discretion of Cyan Portraits.

The client accepts that these must be read, understood, acknowledged and agreed to PRIOR to payment and confirmation of a shoot or Cyan Portrait product. The client acknowledges that these terms and conditions are understood and agreed to and that the contract is entered in to, between the client and Cyan Portraits once payment has been received and the booking has been confirmed for a shoot or additional Cyan Portrait products.



## service & product

- Each shoot will be set for a 45min allocation of time.
- One outfit change, two (2) total outfits are allowed within the shoot.
- If you are late to your shoot you will not be provided with additional time, for example, if you are 10 mins late to your shoot, your remaining allocated time will be only 35mins.
- Cyan Portrait branded 'selections' from the shoot with the client, will be provided to the client within the agreed time frame. At no point will raw image files ever be provided to the client.
- It is at the discretion of Cyan Portraits to provide you with quality images. While a large quantity of images may be taken there are times where some are not suitable. These images will not be provided to the client as they are inferior. Only high quality images that have been deemed to fit the Cyan Portrait aesthetic will be sent through to the client as 'selections'. The quantity of the images sent through will vary from shoot to shoot and can be anywhere between 10 images and 100 images.

## payment & fees

- Pricing for the shoot, additional edits and prints are shown online by the price reflected in the cyan online booking system.
- Once a booking has been made or an additional product has been purchased they are NON- REFUNDABLE. Should a client be late, not show up to the scheduled shoot time slot, cancel their booking, change their mind or otherwise breach this agreement, the non-refundable payment shall be liquidated for damages to Cyan Portraits and its owners.
- These prices are subject to change, in the event that payment has been made and confirmed - this price is fixed.

## copyright & usage

Cyan Portraits works at the intersection of domestic and commercial photography; as such the copyright and ownership for cyan images is determined by the following stipulations within these term and conditions:

- The client agrees and acknowledges that Cyan Portraits and its owners owns the copyright of all photographs and related electronic files. The client gives permission to Cyan Portraits and its owners to use any image from the session for industry competitions, and as required, any usage for promotional advertising, including social media and online presence for Cyan Portraits and/or its owners.
- As Cyan Portraits and its owners own the copyright, when purchasing printed or digital 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 files, clients are granted authorisation to obtain unlimited reprints for personal use only. The photographs provided via print or digital file may not be sold, edited, altered (other than resizing for print) or used for any commercial purpose under any circumstances, without written permission and the additional payment for usage. The client will use the photographs and related electronic files as agreed above and understand that by not doing so is a breach of this agreement.
- Branded low resolution images may be shared on social media sites and Cyan Portraits and its owners website and or social media. The client is welcome to tag themselves and share these images; however altering the image in any way, including adding additional filters, cropping out the Cyan Portraits and its owners branded watermark is a direct breach of copyright.



## reproduction

- The client will receive high resolution digital files of edited images only, each shoot includes ONE edit, additional edits can be purchased, Cyan Portraits gives the client permission to print them where the client chooses. The client acknowledges that these images will be inferior to the Cyan fine art images printed as all labs have different colour profiles, print output colours and quality standards in other print labs. Cyan Portraits does not take responsibility for any colour impurities or image quality for any image printed by any other lab than our chosen lab. Cyan Portraits chosen professional lab Atkins Pro Lab. Using our chosen lab ensure that your images retain the same quality as what you have been given digitally.

## attribution

- When sharing online, any supplied edited images created for the client by CYAN, full credits must be attributed with the image, cyan portraits as the photographer, this can be as simple as a camera iconemoticon coupled with 'cyan portraits' or as comprehensive as tagging @cyanportraits with a description failure to attribute a credit to the images is a breach of this agreement.

## model release

- The client hereby grants to Cyan Portraits, its owners and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included, for editorial, trade, advertising, promotion or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The client hereby release Cyan Portraits and its owners and all associates, representatives and assigns from any and all claims (including financial or emotional), actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to Cyan Portraits and its owners use of said images.

## limit of liability

- In the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from attending the scheduled shoot, a Cyan Portrait representative will contact the client as soon as possible, to arrange another suitable date and time. Cyan Portraits takes the utmost care with respect to exposure, storage, and processing the photographs/ images, but cannot and does not, guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond Cyan Portraits control. The client agrees that Cyan Portraits or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the shoot.

## cyan portrait aesthetic

- The client acknowledges that they are familiar with the Cyan Portraits stylised aesthetic, and that our work is continually evolving and are of a unique and artistic nature, that the photos taken may be different from those taken in the past and that Cyan Portraits will use gained expertise and artistic judgement to create images consistent with the Cyan Portraits aesthetic, which may, however, be different from other clients shoots due to the differences from the client, for example chosen dress.
- The client acknowledges that they are familiar with the Cyan Portrait image edit style and understand that the portrait re-toucher will alter the image to fit the Cyan Portraits aesthetic, this can include but is not limited to, removal of visual distractions, for example pimples.

## privacy

- Cyan Portraits will store the clients full name and postage information on a private internal database. These details will not be made available to companies or individuals outside of Cyan Portraits and its owners.