Terms and Conditions

Helen Putsman Portrait Photography

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Thank you for considering a portrait session with me. These Terms and Conditions explain how bookings, payments, sessions, images and products work. They are intended to be clear and fair, while protecting both of us.

By enquiring about, booking or purchasing a photography service or product, you confirm that you have had the opportunity to read these Terms and agree to them.

Where I use “I”, “me” or “my”, I mean Helen Putsman Portrait Photography. Where I use “you” or “your”, I mean the client making the booking.

1. About these Terms

These Terms apply to portrait photography services and related products provided by Helen Putsman Portrait Photography, including maternity, newborn, motherhood and family, children’s, women’s fine-art, headshot and personal-branding photography, as well as studio and outdoor sessions.

The specific details of your session—such as the date, location, duration, fee, number of people, and any images or products included—will be confirmed separately in writing. This may be by email, booking form, quotation, invoice or another written document.

If there is a difference between these Terms and the written details for your particular session, the session details will apply for that point.

2. Enquiries and bookings

An enquiry does not reserve a date or create a booking.

Your booking is confirmed once all of the following have happened:

- The session details have been agreed;
- I have confirmed the booking in writing; and

- The required deposit or booking fee has been received.

Your booking confirmation, invoice and these Terms together form the agreement between us.

Your date is reserved only once the required payment has been received, unless we agree otherwise in writing.

If your booking involves a child under 18, you confirm that you are the child's parent or legal guardian, or that you have the necessary authority to make the booking and consent to the photography.

3. Deposits, fees and refunds

A deposit is required to secure your session date:

- CHF 100 for sessions with a session fee below CHF 600;
- CHF 200 for sessions with a session fee of CHF 600 or more; and
- For sessions that include prints and digital images, the deposit will be calculated individually and confirmed in writing.

Your deposit is credited towards the total session fee.

If you cancel your booking, the deposit is non-refundable, subject to rescheduling, force majeure and other provisions in these Terms and any mandatory rights you have under Swiss law.

Once you have approved an order for a custom-made product, it cannot normally be refunded simply because you change your mind. If a physical product is defective, damaged or materially different from the approved order, I will arrange a reasonable repair, replacement or other remedy, as set out below.

If I am unable to provide a booked service and you do not accept a suitable alternative date, any refund will be handled in accordance with these Terms and applicable law. It will take into account work already completed, costs already incurred and products already ordered.

All prices are in Swiss francs (CHF). Any applicable taxes will be shown on your invoice.

4. Changing or cancelling your booking

If you need to change or cancel your booking, please contact me in writing as soon as possible.

Rescheduling

You may request one change of session date without an additional rescheduling fee, provided the new date is available.

A second change of date requested by you will incur a fee of CHF 40.

This fee does not apply if I need to reschedule because of illness, an emergency, unsafe weather, studio problems, or another circumstance outside your control.

For newborn sessions, I will apply the usual rescheduling limit flexibly. Babies do not always arrive on their due date, and their needs in the early weeks can be unpredictable. I will do my best to find a date that works for your baby and your family.

Any new date must be agreed in writing and is subject to availability.

If you decide to cancel rather than change the date, the deposit remains non-refundable, subject to the force majeure and other provisions in these Terms.

Cancellation by you

If you cancel your booking, the deposit remains non-refundable.

If you have paid more than the deposit and then cancel, I will consider any refund fairly and reasonably, taking into account:

- The work already carried out;
- Costs already incurred;
- Products already ordered;
- The time reserved for your session;
- The possibility of replacing the booking; and
- Any mandatory rights that apply under Swiss law.

Cancellation or rescheduling by me

I may need to cancel or reschedule a session because of illness, accident, injury, family emergency, unsafe conditions, equipment failure, studio problems or another serious circumstance.

Where reasonably possible, I will let you know at least 24 hours before the session. If the situation could not reasonably have been anticipated, I may need to let you know later.

I will make reasonable efforts to offer an alternative date. If you do not wish to reschedule, or if rescheduling is not reasonably possible, I will refund payments made for the affected session that have not already been used for work completed or products ordered.

I cannot be responsible for indirect costs or losses, including travel, accommodation, childcare, clothing, hair and make-up, or other expenses you may have incurred, except to the extent that liability cannot legally be excluded under Swiss law.

If a suitable professional replacement photographer is available, I may offer that option. You are free to decline it and request a new date or a refund of payments made for the affected service.

Pregnancy, childbirth and newborn sessions

Pregnancy, childbirth and the first weeks with a newborn do not always go to plan. If your baby arrives earlier or later than expected, or if you, your baby or an immediate family member is unwell and the session cannot go ahead, you may ask to change the date.

I will do my best to arrange a suitable alternative date, depending on availability. For newborn sessions, we can adjust the date to suit your baby and your family's circumstances.

If we change the date rather than cancel the session, your deposit will normally be transferred to the new date.

If you choose to cancel rather than reschedule, the deposit remains non-refundable, unless Swiss law requires otherwise or we agree to a different arrangement in writing.

Force majeure and circumstances beyond our control

Either of us may ask to postpone or cancel a session if an exceptional event beyond our reasonable control makes it impossible, unsafe or unlawful for the session to go ahead.

Examples may include serious illness or injury, premature or medically complicated childbirth, a serious medical emergency, extreme weather or a natural disaster, fire or flood, official restrictions, war or civil disorder, major transport disruption, epidemics or public-health measures, or another unforeseeable and unavoidable event.

The person affected should let the other know as soon as reasonably possible and, where appropriate, provide reasonable information about the situation.

We will first try to find a new date. If rescheduling is not reasonably possible, the booking may be cancelled.

If the session has to be cancelled due to a genuine force majeure event or another circumstance that makes it objectively impossible to go ahead, and neither of us is responsible, any payments will be dealt with in accordance with mandatory Swiss law. This will take into account work already completed, costs already incurred and products already ordered.

5. Illness and newborn sessions

Please do not come to your session if you, your child or another member of your household has a contagious illness or symptoms that could put others at risk.

For newborn and family sessions, I will do my best to arrange a new date if illness affects your session, subject to availability.

Newborn sessions are planned flexibly, as babies may arrive earlier or later than expected and may need extra time. We can adjust the date to suit your baby's age, health and your family's circumstances.

If you need to cancel because of illness, the usual cancellation and deposit terms apply. However, I will do my best to offer you an alternative date.

Please let me know before your session about any relevant health, mobility, pregnancy or safety considerations. I will handle this information in accordance with my Privacy Policy.

6. Outdoor sessions and weather

For outdoor sessions, the weather may sometimes make the planned session unsafe or unsuitable.

If the weather is unsuitable, I may offer an alternative date, a studio session where available and suitable, or another agreed arrangement.

If there is rain, a storm, extreme heat, strong winds, poor light or any other unsuitable condition, I will make the final decision about whether the outdoor session can safely and successfully go ahead.

If I need to reschedule because of the weather, you will not be charged an additional rescheduling fee.

If you decline a reasonable alternative and choose to cancel instead, the usual cancellation and deposit terms will apply, unless we agree otherwise in writing.

7. Arrival and lateness

Please arrive on time and allow enough time for parking, changing and helping children or newborns settle in.

If you arrive late, I may need to shorten your session so that later appointments are not delayed. The full session fee will still be payable.

I will do my best to accommodate delays where possible, particularly with newborns and young children, but I cannot guarantee that the full session time will still be available.

If you arrive very late or do not attend, I may treat this as a cancellation by you. In that case, the deposit remains non-refundable.

8. Locations and travel

Travel within a 20-kilometre radius of my studio in Chêne-Bougeries is included, unless stated otherwise.

For locations outside that radius, travel is charged at CHF 0.94 per kilometre. The distance is calculated for the return journey between my studio and the agreed location.

Any parking fees, permits, location fees or other unavoidable third-party costs will be payable by you, provided these have been agreed in advance.

For clarity, the 20-kilometre radius and any additional kilometres are calculated from the studio address.

9. The photography service

I will use my professional judgement when making decisions about lighting, composition, posing, location, the initial selection of images, editing and artistic style.

You are welcome to share your preferences and should let me know any relevant information before the session. Please understand, however, that photography is an artistic service and the finished images will reflect my professional style.

I cannot guarantee:

- A particular number of images, unless that number is stated in writing;
- A particular pose, expression, image or background;
- That every person attending will appear in every photograph;
- That every requested image will be created; or
- That the final images will be identical to examples shown on my website or social media.

During newborn and family sessions, babies, children and pets may not always behave as expected. I will work patiently and adapt to the situation, but I cannot guarantee particular expressions, poses or cooperation.

10. Image selection and editing

I will make an initial selection of images from your session for you to view.

You will then choose your favourite images from those made available for viewing.

Unless your booking includes a different arrangement, only the images you select and purchase will be fully edited and delivered.

Editing includes my usual artistic finishing, such as adjustments to colour, contrast and exposure, cropping and appropriate retouching.

More extensive alterations—such as body reshaping, removing significant objects or people, changing backgrounds or other special retouching—may incur an additional fee. I will confirm any extra cost with you before carrying out the work.

RAW files, unedited images and images not selected for purchase are not provided.

Once you have approved your final selection, any further changes may incur an additional charge.

11. Delivery

Your digital images will be delivered electronically, usually through an online gallery or download link.

I will let you know the expected delivery time for your service. Unless we agree otherwise in writing, please allow 4 to 6 weeks from your final image selection and payment of any outstanding balance.

Prints, albums, Photoblocks and wall art are made especially for you and must be paid for in full before I place the order.

Once you have approved a product and I have placed the order, it cannot normally be cancelled or returned because it has been made especially for you.

If a physical product arrives defective, damaged or materially different from the approved order, please let me know in writing within 7 days of receiving it, preferably including photographs.

I will look into the issue and, where appropriate, arrange a repair, replacement or another reasonable solution. This does not affect any mandatory rights you may have under Swiss law.

Please download your digital images and keep your own safe backup. I may retain files for a reasonable period, but I cannot guarantee that they will be stored permanently or remain available for replacement indefinitely.

12. Additional images and products

Your session fee includes only the images, products and services specifically listed in your booking confirmation or price guide.

You are welcome to purchase additional images, prints, albums, Photoblocks, wall art and other products at the prices in force when you place your order.

You may choose only the images you truly love, unless you have specifically agreed to purchase a particular collection or package.

All physical products are custom-made. Once a product has been approved and ordered, it cannot normally be cancelled, exchanged or refunded, except where the product is defective or mandatory Swiss law provides otherwise.

Please check all names, spelling, dates, dimensions and other details carefully before approving an album, artwork or other product.

13. Copyright

I retain copyright and all other intellectual-property rights in the photographs and other creative work, unless we have agreed otherwise in writing.

Buying a digital image, print, album or other product does not transfer copyright or ownership of the photograph to you.

Swiss copyright law protects qualifying photographic works, and the Swiss Federal Copyright Act applies to copyright and related rights.

Unless I have given written permission, you may not:

- Sell, licence, transfer or commercially exploit the photographs;
- Submit the photographs to competitions or publications as if you were the copyright owner;
- Alter, filter, crop or edit the photographs in a way that changes their artistic character;
- Remove copyright or credit information; or
- Use the photographs for commercial purposes.

14. Your licence to use images

Once you have paid all outstanding amounts, you receive a non-exclusive, non-transferable licence to use the digital images you have purchased for personal, non-commercial purposes.

This includes:

- Personal social-media sharing;
- Personal websites;
- Printing for personal use;
- Sharing with family and friends; and
- Displaying purchased artwork at home.

Where reasonably practical, please credit me when sharing images online.

You may not use purchased images to promote a business, product, service or organisation without my written permission. This includes business websites, advertising, professional profiles, business social-media accounts, publications and paid promotions.

Personal-branding and professional-use licence

For personal-branding, headshot and other professional sessions, you may receive a broader licence for professional use if this is included in your booking confirmation or agreed separately in writing.

The licence may permit you to use the purchased images for professional purposes, including your website, LinkedIn and other professional profiles, business social-media accounts,

presentations, press biographies, speaker profiles, proposals, marketing materials, professional publications and reasonable advertising of your own business or services.

The licence does not transfer copyright. I remain the copyright owner.

The licence applies only to your own professional or business use. It does not allow you to sell, sublicense, transfer, materially alter or provide the photographs to another business or third party for their own commercial use.

The exact scope of the licence—including its territory, duration, permitted media, exclusivity and any paid-advertising rights—will be set out in your booking confirmation or a separate licence.

15. Portfolio, website and marketing use

I will use identifiable photographs of you or your family for my portfolio, website, social media, competitions, editorial features, advertising or other marketing only if you have first given written consent in a model/image release form.

The release form will explain how the images may be used. Depending on the form, you may be able to choose whether to allow use for:

- My website and online portfolio;
- Social media;
- Printed promotional material;
- Advertising;
- Competitions and awards;
- Slide-shows shown to prospective clients;
- Editorial or press publication; and
- Anonymous or partially identifiable use.

For children and other minors, consent must be given by their parent or legal guardian.

For ordinary sessions, giving marketing consent is optional. However, consent is a specific condition of the special packages identified as model-release packages.

If you book a package that includes a model release, the signed release will set out the permitted uses, duration, territory and other conditions. It will not give me any rights beyond those expressly stated in the release.

If a model release is not a condition of your chosen package, you may refuse marketing consent without affecting your photography service, the standard session price or the quality of your experience.

Consent must be given freely and with sufficient information about the intended use. Swiss data-protection guidance recommends written consent for commercial uses and parental consent for identifiable images of minors.

Withdrawing or limiting marketing consent

Unless your model release states otherwise, you may withdraw or limit your consent for future marketing use by contacting me in writing.

Once I receive your request, I will stop making new uses covered by your withdrawal within a reasonable period.

Withdrawal will not necessarily require the recall, destruction or removal of material that has already been printed, published, distributed, entered into a competition, included in an editorial feature or created as part of an existing advertising campaign before I received your request.

If consent was a clearly stated condition of a special package, withdrawing consent does not automatically change the agreed package price or create a right to a refund. The consequences of withdrawal for that package will be governed by the model release and the specific package terms.

16. Privacy and personal data

I process personal data in accordance with my separate Privacy Policy and Cookie Policy.

The Privacy Policy explains what personal data may be collected, why it is collected, how it is used, third-party service providers, data retention, international transfers, your rights and how to contact me about privacy matters.

These Terms are separate from, and do not replace, my Privacy Policy or Cookie Policy.

Photographs of identifiable people may constitute personal data. Portfolio and marketing use is therefore subject to your separate consent, as described above.

17. Care, safety and accidental damage

I will take reasonable care of my equipment, studio, props and products.

You remain responsible for supervising your children and pets during the session and for following reasonable safety instructions.

I will not hold you responsible for ordinary accidents, normal child or pet behaviour, reasonable wear and tear, or damage that could not reasonably have been prevented.

You may be asked to pay the reasonable repair or replacement cost only where equipment, studio property, props or products are damaged through your intentional act, serious disregard of reasonable safety instructions, or negligent conduct.

I will consider the circumstances fairly, including the age of the child, the nature of the activity, whether appropriate supervision was possible, and whether the damage was foreseeable.

I may pause or end a session if I reasonably believe that continuing would create a significant safety risk or could result in serious damage.

18. Liability

I will provide your photography service with reasonable care and skill.

To the extent permitted by Swiss law, I am not liable for indirect loss, loss of opportunity, loss of income, loss of profit, disappointment or additional expenses arising from a session or product.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited, including liability for intentional or grossly negligent conduct, or other mandatory liability under Swiss law.

I am not responsible for loss or damage caused by:

- Your failure to follow instructions;
- Lateness;
- Illness or circumstances affecting a child, newborn, pet or guest;
- Inaccurate information provided by you;
- Events outside my reasonable control; or
- Your failure to download or back up delivered files.

19. Complaints

I want you to be happy with both your photography experience and the finished images.

If you have a concern, please email me at hputsman@gmail.com as soon as possible. It would be helpful if you could explain the issue and how you would like it to be resolved.

I will acknowledge your complaint and do my best to resolve it fairly and promptly.

Nothing in this section prevents you from exercising mandatory legal rights.

20. Website content and copyright

The website, photographs, text, graphics, logos, design, layout, videos and other content are owned by or licensed to Helen Putsman Portrait Photography unless stated otherwise.

Website content may not be copied, reproduced, modified, downloaded, distributed, published, sold or used commercially without written permission, except for reasonable personal use or where permitted by law.

The website may contain links to third-party websites. I am not responsible for the content, security or privacy practices of those websites.

Website photographs are examples of my work. They do not guarantee that identical images, locations, products, poses or results will be available for another session.

21. Changes to these Terms

I may update these Terms from time to time.

The version in force when your booking is confirmed will normally apply to that booking, unless a change is required by law or agreed with you.

The latest version will be available on my website and will show the date it was last updated.

22. Governing law and jurisdiction

These Terms and any agreement between us are governed by Swiss law, subject to any mandatory legal protections that apply to you.

The courts with jurisdiction will be determined under the applicable Swiss procedural rules. Where you have a mandatory right to bring proceedings in a particular place, that right is preserved.

If a disagreement arises, we will first try to resolve it amicably and in good faith.

23. Accepting these Terms

Booking terms may be accepted by:

- Email confirmation;
- Signing a booking form;
- Approving a quotation or invoice;
- Paying the deposit or another required payment; or
- Accepting the terms through an online booking or enquiry process.

Before your booking is confirmed, you will have access to these Terms and the applicable session information.

By accepting the booking terms or paying the deposit, you confirm that you have had a reasonable opportunity to read and understand these Terms and agree to them.

Where a model release is required for a particular package, it must be signed separately and will form part of the agreement for that package.