



# Terms and Conditions

Fearghus Browne Photography  
Farm Photography Sessions

Fearghus B Photography is a registered name of **Colonsay Park Pty Ltd**, ABN [73 674 509 865].

These Terms & Conditions govern all bookings, guarantees, communications, image usage, print orders, and associated services provided by Fearghus B Photography.

By booking a session, redeeming a voucher, or requesting any promotional material (including the Info + Gift Package), you agree to abide by the following Terms & Conditions in full.

Nothing in these Terms limits your rights under the Australian Consumer Law.

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## 1. General Terms & Definitions

### 1.1 “Photographer”

Refers to Fearghus B Photography, owned and operated by Fearghus Browne.

### 1.2 “Client”

Refers to the individual, family, household, or legal representative who books or participates in a photography session, or who receives any service or promotional material from Fearghus B Photography.

### 1.3 “Session”

Refers to any photography session conducted by Fearghus B Photography, including but not limited to the following session types: Legacy Session, Signature Session, Essentials Session, and Starter Session.

### 1.4 “Session Fee”

Refers to the monetary payment for the on-farm photography service, exclusive of physical products, travel charges, or included bonuses.

### 1.5 “Print Credit Voucher”

Refers to a credit of fixed value that may be applied toward eligible printed products following a completed session. It may be included in the Info + Gift Package or offered independently. It holds no cash value.

### 1.6 “Info + Gift Package” (also referred to as HVCO)

Refers to the promotional bundle offered by Fearghus B Photography, containing educational materials, session planning tools, exclusive offers, and occasionally a Print Credit Voucher. It may be offered as part of a booked session or as a limited-time gift to prospective clients.

### 1.7 “Proof Gallery”

A curated, low-resolution digital gallery provided for client image review and selection. These images are watermarked or compressed and are not final deliverables.

### 1.8 “Final Images”

The fully edited, high-resolution JPEG image files selected and delivered to the client. These may be provided digitally or via USB.

### 1.9 “Promotional Bonuses”

Any complimentary product, service, or offer provided at the photographer’s discretion — including but not limited to print upgrades, physical gifts, handwritten cards, or session bonuses. These hold no cash value and may not be refunded or exchanged.

### 1.10 “Third-Party Platform”

Any online system or vendor used by Fearghus B Photography to deliver galleries, process payments, facilitate print orders, or manage client interactions. Clients who interact with such platforms must agree to those platforms’ own terms of service.

### 1.11 “Personal Use”

Refers to non-commercial, private display, sharing, or printing of images for family use. This excludes any use in advertising, business websites, paid promotion, resale, or distribution beyond personal channels.

### **1.12 “Force Majeure”**

Refers to circumstances beyond the photographer’s control (e.g. illness, natural disaster, equipment failure, power outage, or postal disruption) which may impact the delivery of services.

## **2. Booking Terms & Conditions**

### **2.1 Booking Process**

All bookings must be submitted through the official booking form, via phone consultation, or through a verified Fearghus B Photography platform. A booking is not confirmed until the client receives written confirmation from Fearghus B Photography.

### **2.2 Deposit & Payment**

To secure a session, clients are required to pay a non-refundable deposit of \$99 or may choose to pay the full session fee upfront. All remaining balances must be paid in full prior to the session date. Sessions will not proceed unless payment has been received in full.

### **2.3 Payment Methods**

Accepted payment methods include bank transfer, credit card, or other options as advised during the booking process. Payment details will be provided after initial confirmation.

### **2.4 Session Availability**

Session availability is limited and subject to change. While every effort is made to accommodate client preferences, no date is guaranteed until confirmed in writing.

### **2.5 Rescheduling Policy**

Clients may reschedule their session once at no charge, provided the request is made with reasonable notice. Additional reschedules or last-minute requests may incur a rescheduling fee. Farming emergencies or weather-related delays will be handled with flexibility at the photographer’s discretion.

### **2.6 Cancellations & Refunds**

Cancellations made at least 4 days before the scheduled session are eligible for a full refund, minus the non-refundable \$99 deposit.

Cancellations made within 3 days of the session are non-refundable.

Promotional packages, bonuses, and gift cards are non-refundable once issued.

Refunds are not available for change-of-mind or scheduling conflicts caused by the client.

### **2.7 Travel & Location Access**

Travel is included at no additional charge for sessions held within West Gippsland. A travel fee of \$40 applies to other areas within Gippsland. Sessions outside Gippsland but within Victoria incur a \$150 travel fee. For sessions outside Victoria, custom travel fees will be arranged with the client at the time of booking.

Clients are responsible for ensuring the session location is safe, accessible, and free of hazards.

### **2.8 Failure to Attend**

If a client fails to attend their scheduled session without notice, all payments will be forfeited. Fearghus B Photography will make one attempt to reschedule the session as a courtesy, but cannot guarantee availability or waive additional travel fees that may apply.

### **2.9 Communications & Confirmation**

Booking confirmations, session reminders, and preparation guides will be sent via email or SMS. Clients are responsible for providing accurate contact information and checking for updates in the lead-up to their session.

## **3. Session Terms & Conditions**

### **3.1 Session Types & Inclusions**

Fearghus B Photography offers four core session types: Legacy, Signature, Essentials, and Starter Sessions. Each session includes specific inclusions, timeframes, and deliverables as described at the time of booking. Clients are responsible for selecting the correct session type. Changes after confirmation may require an updated agreement and additional fees.

### **3.2 Punctuality & Session Timing**

Clients must be ready for their session at the agreed time. Delays caused by the client may shorten the available shooting time and impact the number and variety of images captured. Session time cannot be extended to compensate for lateness unless explicitly agreed in advance.

### **3.3 Client Responsibility During the Session**

Clients are responsible for the presence, cooperation, and readiness of all participants (including children and animals). The photographer will work professionally around natural distractions or unpredictable behaviour, but cannot guarantee specific results if cooperation is limited.

### **3.4 Weather & On-Farm Conditions**

Sessions proceed in a variety of natural weather conditions, unless safety is at risk. Fearghus B Photography is experienced in photographing rural and working farms and will guide the session accordingly.

*Note: Drone use is not possible in unsafe weather conditions, including strong wind, heavy rain, or storm activity. The photographer reserves the right to cancel or omit aerial imagery in such cases without refund or substitution.*

### **3.5 Session Safety**

Clients must ensure the property is safe, accessible, and free of hazards. The photographer may cancel, delay, or modify the session at any time due to safety concerns, particularly around livestock, machinery, unstable structures, or dangerous terrain.

*Drone equipment will only be operated in compliance with safety, weather, and legal flight regulations.*

### **3.6 Creative Direction & Style**

By booking a session, the client agrees to Fearghus B Photography's candid, documentary-style approach, which focuses on legacy, storytelling, and natural moments. While client preferences are welcome, final artistic direction and editing choices remain at the photographer's discretion.

### **3.7 Image Selection & Delivery**

The photographer will curate the best images from the session and present them in a digital proof gallery. The quantity and type of images may vary based on session type, cooperation of participants, environmental conditions, and timing. Clients may select their preferred images for printing or framing based on their chosen package.

### **3.8 Session Interruptions**

If a session is interrupted due to unforeseen circumstances (e.g. medical emergency, machinery breakdown, weather), the photographer will make reasonable efforts to reschedule or adapt the session. No guarantee is made regarding a specific number of final images in these cases.

### **3.9 Pets, Vehicles & Equipment**

If clients wish to include pets, vehicles, machinery, or special items in the session, this must be communicated at least 48 hours in advance to ensure safety and preparation.

### **3.10 Attire & Preparation**

Fearghus B Photography provides preparation materials, including clothing tips and shot checklists, as part of the Info + Gift Package. It is the client's responsibility to ensure all participants are ready, dressed, and available at the scheduled time.

### **3.11 Farm Biosecurity**

Fearghus B Photography takes reasonable steps to maintain biosecurity between farms, including cleaning of footwear and equipment. Clients must inform the photographer of any farm-specific biosecurity protocols in advance.

*The photographer may decline to enter areas that pose a biosecurity risk or that have not been disclosed during planning.*

### **3.12 Property Access & Permission**

By booking a session, the client confirms they have the legal right to access and use the farm or property where the session will be held, and that they grant Fearghus B Photography permission to enter the premises.

*Fearghus B Photography does not supply or arrange properties for photography sessions. It is solely the client's responsibility to provide a suitable location — whether their own or arranged with the owner's permission. This applies to all sessions, including those gifted to another person or family.*

If the photographer is denied access or the property is deemed unsafe or unsuitable upon arrival, the session may be cancelled without refund.

### **3.13 Shot Lists, Session Guides & Expectations**

Any checklists, preparation guides, or image suggestions provided by Fearghus B Photography are intended as general guidance and inspiration only. While clients are welcome to share ideas, preferred scenes, or specific requests in advance, no individual shot, pose, person, animal, or background can be guaranteed.

Fearghus B Photography will use their best professional judgment to capture meaningful, high-quality images that reflect the session, but reserves the right to adapt or omit specific concepts based on:

- Weather, lighting, or seasonal conditions
- Time constraints or cooperation of participants
- Farm layout, accessibility, or safety concerns

- The real-life nature of working with people, children, animals, and agricultural environments

*By booking a session, the client accepts that the final images will be a creative and professional interpretation of their story, not a fixed list of posed or pre-planned compositions.*

## 4. Print Credit Voucher Terms & Conditions

*(Applies to vouchers issued by Fearghus B Photography, including those in the Info + Gift Package)*

### 4.1 Description

Print Credit Vouchers issued by Fearghus B Photography entitle the bearer to a set value of credit toward printed products or artwork purchased after a completed photography session. The credit amount and expiry date are specified on the physical or digital voucher at the time of issue.

### 4.2 Eligibility & Usage

- Vouchers may only be redeemed after a paid photography session has taken place.
- They may be applied to eligible printed products, framing, and wall art ordered directly through Fearghus B Photography.
- Vouchers cannot be used to reduce the cost of the session itself or exchanged for other services unless stated otherwise.

### 4.3 Non-Refundable & Not Redeemable for Cash

Print Credit Vouchers hold no cash value and are non-refundable, even if unused. They may not be redeemed for cash, refunded, or applied to cancelled sessions.

### 4.4 Issuance & Expiry

Vouchers may be issued as part of a promotional package (e.g. Info + Gift Package), loyalty offer, referral gift, or at the discretion of Fearghus B Photography. All vouchers have a clear expiry date printed or noted at time of issue. Expired vouchers will not be accepted unless an extension has been granted in writing.

### 4.5 Single Use & Minimum Spend

Each voucher is valid for a single transaction only. Unused credit does not carry over. Minimum purchase values may apply and will be outlined on the voucher or at the time of ordering.

### 4.6 Not Combinable

Vouchers may not be combined with other promotional codes, discounts, or offers unless explicitly stated.

### 4.7 Ownership & Responsibility

Vouchers are intended for use by the recipient and are not transferable unless approved in writing. Fearghus B Photography is not responsible for lost, stolen, or damaged vouchers and is not obligated to reissue them.

### 4.8 Resale Prohibited

Vouchers may not be sold, auctioned, or traded. Doing so will void the voucher.

### 4.9 Guarantee Implications

If a session is refunded under the Wall-Worthy Guarantee, any associated Print Credit Voucher becomes void and may not be used to claim or discount products.

## 5. Info + Gift Package Terms & Conditions

### 5.1 Description

The Info + Gift Package is a curated bundle of educational materials, planning tools, print credit, and other legacy-themed resources designed to support individuals considering a photography session with Fearghus B Photography. It may be included within certain session packages as a standard bonus or provided independently as part of a limited promotional campaign.

### 5.2 Eligibility

The package may be received in two ways:

- As a complimentary inclusion when booking a session with Fearghus B Photography; or
- As a promotional offering for prospective clients who have not yet booked, subject to availability and current marketing campaigns.

Eligibility is limited to one package per household unless otherwise approved. Fearghus B Photography reserves the right to decline requests that appear duplicated, ineligible, or outside the scope of the intended audience.

### **5.3 Contents**

Contents of the package may include (but are not limited to):

Planning checklists, preparation guides, clothing tips, sample materials, a Print Credit Voucher, handwritten notes, and exclusive session offers. The package contents and format may change at any time without notice.

### **5.4 Delivery**

Packages may be sent physically by post or provided digitally, depending on client selection and logistical factors. Delivery timeframes vary based on location and demand. All reasonable care is taken to ensure timely fulfilment, but no guarantees are made regarding postage speed.

### **5.5 Value & Non-Exchangeability**

Although the Info + Gift Package may carry a stated retail value when included in a paid session package, it is not redeemable for cash, resale, or substitution. It is considered a complimentary bonus whether issued before or after booking a session.

### **5.6 No Booking Obligation**

Receiving the Info + Gift Package does not constitute a confirmed booking, nor does it create any obligation to book a session. Clients must complete the separate booking process and agree to all standard Terms & Conditions for session confirmation.

### **5.7 Limited-Time Availability for Non-Clients**

Fearghus B Photography occasionally offers the Info + Gift Package to prospective clients who have not yet booked a session. This is done as a limited-time promotion and may be withdrawn, paused, or changed without notice.

### **5.8 Use of Contact Information**

By requesting the Info + Gift Package, recipients consent to be contacted by Fearghus B Photography via email, SMS, or phone for the purpose of follow-up, educational communication, and session-related offers. Contact preferences may be updated or unsubscribed at any time.

### **5.9 Privacy**

All personal data collected during the request process will be handled in accordance with the Privacy & Data Handling Policy (see Section 8).

## **6. Guarantee Terms & Conditions (“Wall-Worthy Guarantee”)**

Fearghus B Photography offers a satisfaction guarantee (“Wall-Worthy Guarantee”) on all paid photography sessions, subject to the terms outlined below.

### **6.1 Satisfaction Guarantee**

#### **6.1.1**

Fearghus B Photography is committed to delivering professionally captured and artistically edited images that reflect the essence of your session and the photographer’s distinctive storytelling style. While every effort is made to create meaningful, high-quality work, the final outcome may vary depending on environmental conditions, participant cooperation, and the natural unpredictability of farm life.

#### **6.1.2**

If the client is genuinely dissatisfied with the final gallery of images, the following remedies will be offered — in good faith and in consultation with the client — to determine the most appropriate course of action:

- A re-edit of the existing images at no additional cost;
- A complimentary reshoot of the session at a mutually agreeable date;
- A refund of the session fee already paid (excluding any physical products, travel, or services already incurred).

#### **6.1.3**

In all refund or reshoot cases, the client retains all previously delivered digital images without restriction.

#### **6.1.4 Timeframe for Guarantee Eligibility**

Clients must raise any dissatisfaction in writing within 7 calendar days of receiving the proof gallery.

Once a client has approved their proof gallery for final editing, printing, or delivery, the Satisfaction Guarantee is considered fulfilled. No further claims will be accepted based on subjective dissatisfaction with the final gallery if it reasonably reflects the approved proofs and the conditions of the session.

#### **6.1.5 Exclusions from Guarantee**

The Guarantee does not apply in cases where dissatisfaction arises from factors beyond the photographer's control. This includes, but is not limited to:

- Failure to follow pre-session preparation guidance;
- Disruptive weather conditions or environmental limitations;
- Delays, late arrivals, or missed sessions caused by the client;
- Uncooperative behaviour from children, animals, or other participants;
- Situations where the photographic result reasonably reflects the conditions present on the day.

#### **6.1.6 Refund Scope**

In the event that a refund is granted under this Guarantee:

- Only the session fee — defined as the cost of the on-farm photography service — will be refunded;
  - Any physical products (such as prints, frames, USBs, or upgrades) that have already been produced are non-refundable unless damaged, misprinted, or faulty, in accordance with Australian Consumer Law;
  - The complimentary Print Credit (valued at \$125) is a bonus inclusion, holds no cash value, and is non-refundable and non-redeemable for alternative services.
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## **6.2 Timely Delivery Guarantee**

### **6.2.1**

Fearghus B Photography guarantees delivery of the client's digital proof gallery within 7 calendar days of the completed photography session.

### **6.2.2**

If Fearghus B Photography is unable to deliver the proof gallery within 7 calendar days, and no valid exception applies (see 6.2.3), the client will be eligible for a refund of the session fee. The client retains all images already delivered.

*For clarity: "session fee" refers only to the cost of the on-farm photography session. Any print orders, upgrades, or bonus inclusions (such as the Print Credit) are excluded from this refund.*

### **6.2.3 Exclusions from Delivery Guarantee**

This guarantee does not apply in cases of delay caused by:

- Natural disasters, illness, injury, or emergencies;
- Postal, internet, or power disruptions;
- Client-requested delivery delays;
- Client unresponsiveness or late submission of required details (e.g., shot list, delivery address, product selections);
- Non-payment of session fees in full by the agreed due date.

Delivery timelines begin only once the session has taken place and all required payments have been received in full.

#### **6.2.4**

For the purpose of this guarantee, the “proof gallery” is defined as a digital gallery of unfinalised or watermarked selections provided for review and selection of prints.

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### **6.3 Gifted Sessions**

#### **6.3.1**

The Guarantee applies equally to sessions received as gifts (whether partially or fully covered) via a gift card or promotional offer.

#### **6.3.2**

The recipient of the gifted session may initiate a guarantee claim under Sections 6.1 or 6.2, provided they are the participant in the photography session and meet the eligibility requirements.

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### **6.4 Process for Claims**

#### **6.4.1**

To initiate a claim under the Wall-Worthy Guarantee, clients must contact Fearghus B Photography in writing via email, including:

- A description of the dissatisfaction or delay;
- Their preferred remedy (re-edit, reshoot, or refund).

#### **6.4.2**

All claims will be reviewed in good faith and responded to within 7 business days. Fearghus B Photography will work with the client to resolve the matter professionally and promptly.

## **7. Promotional Bonuses & Complimentary Items**

### **7.1 Discretionary Additions**

Fearghus B Photography may occasionally offer complimentary bonuses, gifts, or add-ons as part of a promotion, thank-you, or client incentive. These may include physical items (e.g. plaques, greeting cards), digital assets (e.g. bonus images), or service upgrades.

### **7.2 No Cash Value**

All such items are provided free of charge, hold no cash value, and are not redeemable for refund, credit, or substitution unless expressly stated.

### **7.3 Subject to Change**

Bonuses and complimentary items are subject to change or withdrawal at any time, without notice. The inclusion of such items in past or current campaigns does not guarantee their availability in future bookings.

### **7.4 Non-Refundable & Non-Returnable**

Any promotional items provided cannot be returned or exchanged. In the event of a refund under the Guarantee, promotional items may not be considered part of the refundable value unless otherwise agreed in writing.

### **7.5 Exclusivity**

Bonuses are exclusive to specific campaigns or session types and may not be combined or transferred between packages or clients unless authorised in advance.

## **8. Copyright, Licensing & Usage**

### **8.1 Copyright Ownership**

All images captured during a session remain the intellectual property and copyright of Fearghus B Photography. Under Australian copyright law, photographers

automatically retain ownership of the images they create unless formally transferred in writing.

### **8.2 Client Usage Rights**

Clients are granted a non-exclusive, non-transferable license to use and share their images for personal, non-commercial purposes. This includes printing for private display, sharing on personal social media, and distributing to family members.

Images may not be sold, submitted to competitions, licensed to third parties, or significantly altered (including applying filters or editing tools) without written permission from Fearghus B Photography.

### **8.3 Photographer's Use of Images**

Fearghus B Photography reserves the right to use images from sessions for portfolio, website, educational, social media, and promotional purposes unless the client explicitly requests otherwise in writing before the session.

### **8.4 Artistic Discretion**

Images presented to the client are selected solely at the discretion of the photographer, based on technical merit, narrative strength, and artistic consistency. All images are edited in Fearghus B Photography's distinctive visual style, including tone, colour, and light retouching.

Clients will receive:

- **Proofs** in low-resolution JPEG format for image selection purposes
- **Finals** in the highest-quality JPEG format available  
RAW files are not available under any circumstance.

### **8.5 Image Delivery & Viewing Platforms**

Images may be delivered digitally, via third-party platforms, or on USB. Where third-party galleries are used for viewing, downloads, or ordering prints, clients agree to the terms and conditions of those platforms, separate from these Terms.

### **8.6 Print Fulfilment**

Fearghus B Photography may assist in the ordering of physical products (e.g. prints, frames, wall art), but these are fulfilled by professional third-party suppliers.

- Colour and material variations may occur due to monitor calibration and product stock.
- Frames and mounting materials are sourced from external vendors.
- Shipping may be handled by third-party couriers.  
Fearghus B Photography is not liable for damage, delays, or manufacturing inconsistencies caused by these vendors but will assist in resolving issues where possible.

### **8.7 USB Delivery & Image Storage**

When images are delivered via USB:

- Clients are responsible for downloading and backing up their files promptly.
- USBs are not encrypted, tracked, or replaced if lost or damaged after delivery.
- Fearghus B Photography is not obligated to resend images or replace USBs without a new order fee.

Images are stored for a maximum of **6 months** from the session date. After this period, all responsibility for image storage and backup lies solely with the client. While backups may exist beyond this timeframe, retrieval cannot be guaranteed.

### **8.8 Equipment Failure & Image Loss**

In the rare event that image files are corrupted, deleted, or otherwise lost due to SD card malfunction, hardware failure, or unforeseeable technical error, Fearghus B Photography will:

- Attempt recovery using all available tools
- Offer a complimentary re-shoot if the loss is total or significant  
Fearghus B Photography is not liable for emotional distress or indirect losses caused by unrecoverable images, though every effort will be made to remedy the situation professionally.

### **8.9 Payment Before Product Delivery**

No additional prints, albums, USBs, or image products will be delivered until full payment has been received.

## **9. Privacy & Data Handling**

### **9.1 Information Collection**

Fearghus B Photography collects personal information such as names, email addresses, phone numbers, physical addresses, and property details for the purposes of processing bookings, mailing promotional materials, delivering products, and maintaining client communication.

### **9.2 Purpose of Use**

Client information is used solely for:

- Confirming and managing photography sessions
- Delivering physical or digital products (e.g. Info + Gift Packages, image files, prints)
- Sending educational materials, session preparation guides, and booking updates
- Following up with session offers, proofs, and delivery tracking
- Marketing and legacy-related communications (with opt-out options available)

### **9.3 Consent to Contact**

By submitting a booking form, requesting an Info + Gift Package, or providing contact details, clients consent to being contacted by Fearghus B Photography via email, SMS, phone, or post.

Clients may update their preferences or unsubscribe from communications at any time.

### **9.4 Information Storage**

Client data is stored securely using reputable cloud platforms, booking systems, and gallery services. Physical records (if any) are kept in a secure location.

Fearghus B Photography does not sell or share client information with third parties, except as required for session logistics (e.g. shipping providers or print labs) or as required by law.

### **9.5 Third-Party Services**

Some data (such as image access and print orders) may be processed through third-party platforms. By engaging with these platforms, clients agree to those platforms' own Terms of Use and Privacy Policies. Fearghus B Photography is not responsible for the content, policies, or data security practices of external platforms.

### **9.6 Access & Correction**

Clients may request access to, or correction of, the personal information held about them by contacting Fearghus B Photography directly.

### **9.7 Data Retention**

Client information is retained only for as long as reasonably necessary for the purposes outlined above or to comply with applicable laws and business requirements. Inactive client data may be deleted or anonymised after a period of inactivity.

## **10. Liability & Limitation of Claims**

### **10.1 General Limitation**

Fearghus B Photography will exercise all reasonable skill, care, and professionalism in delivering services. However, to the fullest extent permitted by law, the photographer shall not be held liable for any indirect, incidental, or consequential loss, damage, delay, or claim arising out of or in connection with the session or any associated services.

### **10.2 Farm Hazards & Property Risks**

By booking a session, the client acknowledges that they are responsible for ensuring the safety and condition of the property or farm used for photography. This includes ensuring:

- Livestock are secure

- Machinery or hazards are clearly marked or avoided
  - Access paths are safe and navigable
- Fearghus B Photography is not responsible for any injury, property damage, or incident occurring on-site unless due to gross negligence or misconduct.

### **10.3 Participant Conduct**

The client accepts full responsibility for the behaviour, supervision, and welfare of all people and animals involved in the session. Fearghus B Photography will not be liable for missed images or session delays resulting from uncooperative or unsafe behaviour.

### **10.4 Third-Party Delays or Errors**

Fearghus B Photography is not liable for:

- Print or product faults caused by third-party labs
- Delays caused by couriers, postal services, gallery platforms, or external systems
- Technical issues (e.g. platform outages, email delivery failure)

### **10.5 Equipment Malfunction or File Loss**

While all care is taken to protect and store image files, the client acknowledges the risk of rare but possible equipment failure, file corruption, or loss due to technical error.

In the event of partial or total loss of images, Fearghus B Photography will offer a complimentary re-shoot (subject to availability) as the sole remedy. No further claims will be entertained.

### **10.6 Force Majeure**

Fearghus B Photography shall not be liable for failure to perform any obligation where such failure is due to causes beyond reasonable control, including natural disasters, pandemics, illness, injury, vehicle breakdown, strikes, power outages, or severe weather.

### **10.7 Maximum Liability**

In all cases, the maximum liability of Fearghus B Photography shall be limited to the amount paid by the client for the photography session in question. This limitation applies to claims in contract, tort, equity, or otherwise.

### **10.8 No Guarantee of Outcomes**

While every effort is made to create high-quality, meaningful imagery, no specific outcome, number of photos, or visual result is guaranteed. Final output depends on real-time session conditions and participant cooperation.

By proceeding with a booking, requesting an Info + Gift Package, redeeming a Print Credit Voucher, or using any service provided by **Fearghus B Photography**, you acknowledge that you have read, understood, and agreed to these Terms & Conditions in full.

These Terms are governed by the laws of Victoria, Australia, and are subject to the protections and obligations outlined under the Australian Consumer Law.