SHOT BY EMMA LEE

TERMS & CONDITIONS

1. About these Terms

These Terms and Conditions govern access to and use of the Shot by Emma Lee website, online content, enquiry forms and general information about our photography services. Shot by Emma Lee ("we", "us" or "our") operates in the Riverina, New South Wales, Australia. By using our website, you agree to these Terms to the extent permitted by law. If you do not agree, please stop using the website. These Terms do not replace a signed photography agreement or any rights you have under Australian law.

2. Our photography services

We provide photography services that may include From Home sessions, Out Here sessions, Business / Brand photography and the sale or licensing of photographic prints and images. Descriptions on the website are general information, not a promise that every feature, location, prop, wardrobe item, date or deliverable will be available for every booking. The agreed scope of a session is set out in the relevant written quote, booking confirmation and photography agreement.

3. Website information and availability

We take reasonable care to keep website information accurate, but descriptions, availability, example imagery, packages, inclusions and indicative prices may change. Website information is not a binding offer until we confirm a booking or accept an order in writing. We may correct genuine errors and update content without notice, subject to any existing contractual commitments and applicable law.

4. Enquiries and booking requests

Submitting an enquiry, questionnaire or contact form does not reserve a date or create a confirmed booking. We may request further information to assess feasibility, location, accessibility, scheduling, travel and creative requirements. A booking is confirmed only when the conditions stated in the applicable booking correspondence or agreement have been met, which may include acceptance of the agreement and payment of an agreed booking amount.

5. Quotes, fees and payment

Quoted fees, included deliverables, applicable travel costs, additional expenses, payment dates and any booking amount will be set out in the relevant written quote or photography agreement. Unless clearly stated otherwise, website prices are indicative and may vary with the project scope. Any additional costs or changes should be agreed before they are incurred. Tax treatment and invoice details will be shown where applicable. Payment arrangements for print orders may differ from photography sessions.

6. Cancellations, rescheduling and weather

Cancellation, rescheduling, postponement, lateness, no-show and weather arrangements are governed by the applicable Booking, Cancellation & Rescheduling Policy and any signed photography agreement. Outdoor sessions may require changes due to unsafe conditions, unsuitable light, access restrictions or severe weather. Any fees retained, refunds or credits will be assessed under the agreed terms and applicable Australian Consumer Law. Nothing in these Terms removes a consumer guarantee or other non-excludable right.

7. Creative approach and photographic outcomes

Our work involves creative judgment in concept development, styling, composition, posing, light, editing and final image selection. Portfolio images illustrate our general approach but do not guarantee identical results, weather, scenery, colours or expressions. Specific agreed requirements should be recorded in writing before the session. We will provide services with due care and skill and comply with applicable consumer guarantees.

8. Client cooperation, locations and safety

Clients should provide accurate planning information and notify us of relevant access limitations, location restrictions and safety concerns. The person arranging a session must obtain permission to use any private property where required, unless we expressly agree to arrange it. Parents or guardians remain responsible for supervising children; owners or handlers remain responsible for animals. We may pause, modify or end an activity where there is a genuine safety risk, with any consequences handled fairly under the agreement and applicable law.

9. Intellectual property in website content

Unless otherwise stated, the photographs, written copy, graphics, branding, layouts, designs and other original materials on this website are owned by Shot by Emma Lee or used with permission. Copyright and other intellectual property rights remain with the relevant rights holder. Viewing the website does not transfer ownership or grant a licence to reproduce, publish, adapt, sell or commercially exploit its content.

10. Permitted and prohibited website use

You may browse the website and save or print limited content for your own private, non-commercial reference where lawful. You must not remove copyright notices, copy images for advertising or social media, create unauthorised prints, scrape substantial website content, impersonate another person, interfere with site security, or upload harmful or unlawful material. For permission to reproduce or license an image, contact us before use.

11. Client photographs and image licences

Receiving digital photographs or prints does not automatically transfer copyright. Personal-session image use and any commercial licensing rights are determined by the applicable photography agreement or written licence. Business / Brand clients should confirm permitted channels, advertising uses, duration, territory, alterations, exclusivity and third-party use before the shoot. No broader licence should be inferred from delivery of a gallery or payment of an invoice.

12. Portfolio use, privacy and consent

We respect client preferences concerning publication of identifiable images. Permission for a session to take place is separate from permission to publish photographs for our portfolio, website, social media or marketing. Where required, we seek appropriate consent, including parent or guardian authorisation for identifiable children. We handle personal information as described in our Privacy Policy. A client should tell us promptly if they have specific confidentiality or publication restrictions so these can be recorded in writing.

13. Online galleries and digital delivery

Where a private online gallery is provided, access arrangements, download availability, delivery formats, image counts and any expiry dates will be stated in the applicable delivery information or agreement. Clients are responsible for storing their downloaded files securely and making backups. Gallery links should not be shared beyond the permitted audience. We cannot guarantee that a third-party gallery platform will be available without interruption, but will take reasonable steps to address delivery issues within our control.

14. Prints, physical products and colour variation

Where prints or other physical products are offered, product descriptions, sizes, materials, prices, shipping charges and estimated timeframes will be provided at or before purchase. Screen settings, print materials and production methods can cause reasonable colour or crop differences. We will address faulty, damaged, misdescribed or otherwise non-compliant goods in accordance with the Australian Consumer Law. Any change-of-mind policy is separate from these statutory rights.

15. Business collaborations and third-party rights

Commercial projects may involve models, staff, venues, stylists, products, logos and other third-party material. The commissioning business must identify any restrictions or approvals that affect the project, and each party is responsible for permissions expressly allocated to it in writing. Collaboration, credit, cross-promotion, exclusivity and image-sharing arrangements should be agreed separately. Website content alone does not authorise third-party commercial use of photographs.

16. Third-party websites and service providers

Our website or booking process may link to external sites or use providers for enquiries, scheduling, payment processing, gallery delivery, email or analytics. These providers have their own terms and privacy practices. We do not control their independent content or policies. A link does not necessarily imply endorsement. Please review relevant provider information before supplying details or completing a transaction.

17. Website security and acceptable submissions

You agree to submit accurate information and not send unlawful, defamatory, infringing, malicious or misleading material through our forms or contact channels. We take reasonable steps to protect the website and client information, but internet transmissions cannot be guaranteed completely secure. Do not submit payment card details or highly sensitive information through ordinary enquiry messages unless we specifically provide a secure method.

18. Liability and Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded, including rights under the Australian Consumer Law. To the extent permitted by law, we are not responsible for losses arising solely from unauthorised use of the website, interruptions beyond our reasonable control, or reliance on general website information where it was reasonable to verify details before acting. Any limitation of liability applies only to the extent permitted by law and does not excuse our failure to meet applicable legal obligations.

19. Changes to these Terms

We may update these website Terms as our services, technology or legal obligations change. The current version will be published on our website with its effective date. Changes to website Terms will not retrospectively alter an existing signed photography agreement without a valid basis and appropriate agreement. Please check this page periodically if you use our website regularly.

20. Governing law and resolving concerns

These Terms are governed by the laws applicable in New South Wales, Australia, subject to any mandatory rights or protections that apply elsewhere. If you have a question or concern, please contact us first so we can try to resolve it promptly. This does not prevent you from contacting a consumer protection authority or exercising any legal right.

21. Contact

Business: Shot by Emma Lee.
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Effective date:10/10/2026