

## **Terms & Conditions (HSEPM Headshots)**

**Effective Date: 01/01/2026**

**These Terms & Conditions (“Terms”) govern your use of the HSEPM website and your booking or purchase of photography services from HSEPM (“Executive Portraits by Melvin,” “we,” “us,” or “our”). By using the website or booking services, you agree to these Terms.**

### **1) Services**

**We provide professional headshot and portrait services, including:**

- **Personal Branding Headshots**
- **Business/Corporate Headshots**
- **Model and actor headshots, as well as event and conference headshot stations**

**Service details, inclusions, and pricing are available on the website, in your booking confirmation, or in your proposal.**

### **2) Scheduling and Booking**

**Schedule appointments using third-party tools such as Setmore or Fully Book Engine. Please provide accurate contact details and confirm the date, time, and location.**

### **3) Fees, Deposits, and Payments**

- **Fees are due as stated at the time of booking or on the invoice/proposal.**
- **Event and team sessions may require a deposit or retainer to reserve the date. Written proposals may include more details.**
- **Prices and packages may change. Your confirmed booking or invoice will determine your purchase terms.**

### **4) Cancellations, Rescheduling, and No-Shows**

#### **Individual Sessions**

- **Rescheduling and cancellation policies are defined at the time of booking and/or in your confirmation.**
- **Late cancellations or no-shows may result in a fee or forfeiture of deposit, as permitted by law.**

#### **Events/Teams**

- Dates are reserved upon receipt of a deposit/retainer (if applicable).
- Cancellations within a specified window may result in forfeiture of all or part of the retainer due to exclusive booking and preparation.
- If an event is shortened, delayed, or changed by the venue or organizer, scheduled fees may still apply.

**5) Turnaround Time and Delivery**  
The typical turnaround for retouched images is 1 to 3 business days after final selection, unless otherwise stated in writing. Delivery times may vary for:

- Event coverage with high volume
- Extensive retouching requests
- Client delays in selecting images
- Force majeure or technology issues outside our control

#### **6) Image Selection and Retouching**

- Included retouching is natural and professional, such as minor blemish cleanup, under-eye softening, and overall polish. Additional retouching must be purchased separately.
- We do not guarantee the removal of permanent features unless specifically requested and agreed upon.
- Retouching beyond the included scope may incur additional fees.

#### **7) Creative Style and Quality**

You acknowledge that photography is a creative service. We maintain professional standards, but outcomes depend on factors such as wardrobe, grooming, cooperation, and time constraints. Minor color differences between screens or prints are normal.

#### **8) Copyright and Usage License**

- All photographs remain the copyrighted property of HSEPM unless otherwise agreed in writing.
- Upon full payment, you receive a license for personal and professional use of your headshots. You may use them for LinkedIn, your website, press, marketing, internal directories, or similar purposes.

- You may not sell, transfer, or license images to others (including stock agencies) without written permission.

## **9) Client Conduct and Cooperation**

**Clients agree to:**

- Arrive on time and prepare
- Follow studio safety guidelines.
- Treat staff and other clients respectfully.  
We may end a session due to unsafe, abusive, or inappropriate behavior. In such cases, fees may still be due.

## **10) Events and On-Location Requirements**

**For on-location sessions or event stations, the client or organizer is responsible for securing permissions and access.**

- Adequate space, power, and reasonable working conditions must be provided.
- If the environment prevents us from providing services as intended, we will attempt to adapt. Significant changes may incur additional costs.

## **11) Model Release (Marketing Use)**

**We will not use your images for marketing purposes (website, social media, ads, portfolio) without your permission. Any release will be handled separately in writing.**

## **12) Website Content and Acceptable Use**

**All website content (text, images, logos) is owned by HSEPM or licensed. You may not copy, reproduce, or reuse content without written permission.**

## **13) Third-Party Links and Tools**

**Our website may link to third-party tools for scheduling, payment, or social media. Your use of these tools is governed by their terms and privacy policies. We are not responsible for their content or practices.**

## **14) Limitation of Liability**

**To the fullest extent allowed by law, HSEPM is not liable for indirect, incidental, consequential, or special damages. Our total liability will not exceed what you paid for the service.**

#### **15) Force Majeure**

**We are not liable for delays or nonperformance caused by events beyond our control. Examples include severe weather, illness, power outages, venue closures, or other acts of God.**

#### **16) Disputes and Governing Law**

**These Terms are governed by Massachusetts laws, not conflict-of-law rules. Any disputes will be handled in Massachusetts courts unless required otherwise by law.**

#### **17) Changes to These Terms**

**We may update these Terms at any time. The Effective Date will indicate the latest version.**

#### **18) Contact**

**Email: [melvin@hsepm.com](mailto:melvin@hsepm.com)**

**Phone: 617-942-3432**