

Terms & Conditions – Effective 1st January 2017

- 1) **PAYMENT & CANCELLATIONS. Studio Photography Deposits:** £20 deposit is required for Saturday studio photo-shoot sittings, which is refundable and can be used against your chosen purchase. Full cancellation from you 'the client' for a Saturday studio booking will not be eligible for refund. Only two re-scheduled appointments can be made for Saturday studio bookings, after which the deposit will not be refundable. Deposits taken from 3rd party agencies are refundable and can be used against your chosen purchase. **Wedding Photography Deposits:** £100 deposit is required to secure your date and time for wedding photography bookings; please kindly note that deposits are non-refundable. Full payment is required *eight calander weeks* prior to your booking date. **Location Photography Deposits:** Full payment is required prior for location shoot bookings and details of location and agreement of travel expenses are to be arranged and payed for prior to the booking date. **Applicable for Location and Wedding Photography Bookings:** Payment methods available are via bank transfer, cheque, cash or visa payment. Funds need to be cleared before the booking can be confirmed or the receipt issued. No refund will be given if you, the 'client' needs to cancel the booking and full payment has been made. In the unlikely event that that 'we' 'Constable Photography Ltd' cancels the booking, a full-refund will be available for monies paid up to and including the date of cancellation for this booking, if no alternative, suitable arrangement can be found for you.
- 2) **RESCHEDULE & CHANGES TO THE BOOKING.** If you need to reschedule the booking date or make changes to the date of your booking, these new arrangements will depend on our existing schedule. Changes to the booking times or details of the booking (as recorded in the Booking Confirmation) are subject to availability and may incur an additional fee for upgrading and/or administration duties.
- 3) **COPYRIGHT.** The entire copyright of the photographic images is retained by Constable Photography Ltd. Images are available on USB for the client to use for their own *personal* use only. Images can be printed and shared for personal use and must not be altered by any person other than Constable Photography Ltd. Images must not be used for commerical use without prior consent from Constable Photography Ltd and where a new usage agreement will be implemented in writing. Persons wishing to use images for business use, (i.e. the florist, cake maker, dress maker for example) will need to ask permission from Constable Photography Ltd where a mutually beneficial agreement can be arranged in writing. Under no circumstances must the images be passed off as someone else's work other than that of Constable Photography Ltd, including entry to competitions.
- 4) **LOCATION & UNFORSEEN CIRCUMSTANCES.** Constable Photography Ltd is not responsible for any issues concerning either the chosen location by the client, nor unforeseen circumstances that may affect photographing where the client has specified photographs taken outside and/or in a specific location that is not deemed safe/and or suitable for photographing at that time. The final decision for suitability will be made by the photographer, acting on behalf of Constable Photography Ltd and further action will be at the discretion of the photographer afore mentioned, depending on the circumstances, suitability and safety.
- 5) **THE PHOTOGRAPHER'S USE OF IMAGES.** Images from the photography booking may be used on Constable Photography Ltd website, social media or marketing material unless you 'the client' requests otherwise, which must be received in writing. Authorisation from parents or guardians of children *under the age of 16* will automatically be sought by the photographer to be used for website, social media and marketing use.
- 6) **VOUCHERS.** Vouchers are valid for 12 months from date of purchase and this date is clearly recorded on each voucher. The voucher must be shown at time of booking and can be used only once. Vouchers are non-refundable and cannot be exchanged for cash or printed products. Vouchers need to be produced to Constable Photography at the time of the photo-shoot.
- 7) **INSURANCE.** It is the responsibility of Constable Photography Ltd to ensure that all relevant business insurance, including 'Public Liability Insurance' is up to date. Policy details and terms and conditions can be requested in writing.
- 8) **CONFIDENTIALITY.** Client contact details including email addresses, telephone numbers, postal addresses and social media contacts retained by Constable Photography Ltd are only to be used for the purposes of contacting customers for point of sale or service, and marketing. The client may opt out of marketing material being sent, either using the opt out button on emails or in writing to Constable Photography Ltd, in which case, client details will be deleted and securely removed. Constable Photography Ltd must not share customer contact details with any other 3rd party unless authorised to do so by the client.
- 9) **APPLICATION LAW.** This agreement shall be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English Courts, to whom all parties submit.
- 10) **VARIATION.** These 'Terms and Conditions' shall not be varied except by agreement in writing, with signatures from both 'the client' and Constable Photography Ltd.
- 11) **DEFINITIONS.** 'Constable Photography Ltd' refers to any direct employer, the managing director and any sub-contracted photographers working for or on behalf of Constable Photography Ltd. 'The Client' is the person/s arranging and confirming the photography booking, this persons name should be stated on the 'Booking Confirmation Form'.
- 12) **FINAL NOTE.** These 'Terms and Conditions' are applied in order to protect Constable Photography Ltd *and* 'the client' from any form of misconduct, inappropriate use and general unfairness. It is the aim of Constable Photography Ltd to provide a professional and courteous photography service, where mutual respect and honesty is adhered to.