Jackie Hancock PHOTOGRAPHY

TERMS AND CONDITIONS OF BUSINESS

1. Terms of Business

1.1 In the following terms and conditions of business "The Photographer(s)" shall mean Jackie Hancock Photography and any photographers appointed by Jackie Hancock Photography. "The Client(s)" shall be:

1.1.1. Any persons whose name(s) appear(s) on signing The Photographer(s) Terms and Conditions of Business Contract(s) and Booking Forms.

1.1.2. Any persons being photographed by The Photographer(s) by commission (a photo-shoot), at a group event or at a public or private event or place.

1.1.3. Any persons entering into The Photographer(s) websites: www.jackiehancock.co.uk and www.jackiehancockevents.co.uk, powered by Zenfolio.

1.1.4. Any persons purchasing goods and services from The Photographer(s) website, www.jackiehancock.co.uk and www.jackiehancockevents.co.uk, from The Photographer(s) directly, won as prizes, given as gifts or purchased through third party auctions or third party organisations.

1.2 These Terms and Conditions cannot be varied in any way by The Client(s) unless such conditions are expressly agreed by The Photographer(s) in writing.

1.3 The Photographer(s) reserve the right to alter or amend these terms and conditions at any time. Any changes will be reflected on The Photographer(s) website: www.jackiehancock.co.uk/terms and www.jackiehancockevents.co.uk/terms.

1.4 These Terms and Conditions shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

2. Copyright

2.1 The 1988 Copyright Act assigns the copyright of the photographs to The Photographer(s). It is therefore contrary to the Act, and illegal, to copy images and prints, or allow to be copied, by any means photographic or otherwise, by any person or machine other than by The Photographer(s) or their appointed agents. By entering into our website, our galleries, and our contracts, The Client(s) agree to abide by copyright law and will not illegally download, copy, save, print, take a screen shot, upload or email the copyright images. Any persons found illegally doing so may be charged a minimum of £100 per image.

3. Digital Images

3.1. All digital images displayed on The Photographer(s) websites, as a result of a private commission will be displayed for The Client(s) viewing in private galleries. The Client(s) are advised to refer to The Photographer(s) Privacy Policy for further information.

3.2. All digital images displayed on The Photographer(s) websites, as a result of a public event will be displayed for The Client(s) viewing in a public gallery. The Client(s) are advised to refer to The Photographer(s) Privacy Policy for further information.

3.3. All the above digital images (Clause 3.1 and 3.2.) on display on The Photographer(s) websites, are photographed by The Photographer(s) and copyright shall remain with The Photographer(s) at all times. Refer to Clause 2.1.

3.4. All commissioned digital images taken by The Photographer(s) shall remain the property and copyright of The Photographer(s) at all times, and shall be kept and made available by The Photographer(s) for not less than 6 months from the commissioned date.

3.5. The Photographer(s) will license The Client(s) to utilise the images produced as a result of The Client(s) commission or order to the extent set out in writing by The Photographer(s). Any breach of such copyright licence shall automatically revoke such licence without further notification by The Photographer(s), and The Client(s) will be liable for any financial loss or damages caused to the Photographer(s).

3.6. Should digital images be lost by The Photographer(s) before The Client(s) order is fulfilled, by way of damage or destroyed for reasons beyond The Photographer(s) control, The Photographer(s) liability shall only be limited to a full refund of the commission booked and any deposits and fees paid to The Photographer(s), but shall not include a refund for any goods that may have already been ordered or received.

3.7. All orders should be placed with The Photographer(s) before the end of the 6 month period of the commissioned date. The Photographer(s) will not be liable for failure to produce any digital images and orders placed after this time.

3.8. The Photographer(s) may use, sell and display any of The Photographer(s) images, whether from commissioned assignments or public events, to promote Jackie Hancock Photography in advertising, brochures, magazine articles and other such material. The Client(s) are advised to refer to The Photographer(s) Privacy Policy for further information.

4. Commissions (Photo-Shoots), Coverage and Reproduction

4.1. The Photographer(s) will be granted artistic licence in relation to the poses photographed and the locations used during The Client(s) commission or Event. The Photographer(s) judgement regarding the location, poses and number of photographs taken shall be deemed correct and at the discretion of The Photographer(s) although every effort will be made to comply with The Client(s) requirements. Due to the nature of the event, some unforeseen moments may not be captured and The Photographer(s) shall not be held responsible or liable for this.

4.2. For photographic services involving a church ceremony, The Photographer(s) movements and lighting are sometimes restricted by the minister in charge. The area from which The Photographer(s) is able to photograph may not be The Photographer(s) choice and The Photographer(s) cannot accept responsibility or liability for any obstructed view, poor lighting or photographic failure.

4.3. Any alterations made to The Client(s) booking once details have been confirmed may only be made at the discretion of The Photographer(s) and in some circumstances (such as the change of ceremony date for a wedding booking) The Photographer(s) may be unable to accommodate these alterations. Under these circumstances The Photographer(s) are not liable to compensate The Client(s) in any way whatsoever.

4.4. It is understood by The Client(s) that a variety of lighting conditions and the limitations of professional digital capture, some colours may alter slightly throughout a set of images and certain colours do not reproduce exactly on photographic paper.

4.5. It is understood by The Client(s) that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be constant over the whole range of colours within a subject. It is also understood by The Client(s) that prints made at different times or in different sizes may be variable in colour balance.

4.6. Whilst photographing The Client(s) commission under instruction for poses, staged and natural photographic shots by The Photographer(s), it is not permitted for The Client(s) family, friends or acquaintances to take any photographs or video without The Photographer(s) consent, as without doing so this can affect The Photographer(s) lighting, positioning and cause unwanted people/objects within the shots taken. The Photographer(s) will have the right to end the photographic shoot at any time, should this clause be breached.

4.7. The Client(s) agree to notify The Client(s) guests attending The Client(s) commission of Clause 4.6. above.

4.8. All print and presentation sizes quoted by The Photographer(s) are approximate and subject to the discretion of The Photographer(s).

4.9. All prints and products ordered from The Photographer(s) website (excluding digital image downloads) are printed, produced and dispatched by The Photographer(s) preferred approved printing laboratories.

5. Prices

5.1. All photographic services undertaken are supplied at the current prices ruling, including all additional orders and reprint orders.

5.2. The Client(s) will be liable to pay any additional expenses incurred by The Photographer(s) during the commission that is not already included within the contract price.

6. Bookings and Payments

6.1. **Weddings** – a non-refundable booking fee of 20% (paid by BACS, or cash) along with a completed contract will confirm The Client(s) booking. Remaining payment for the photographic coverage and album* (*if applicable) is payable in full, four weeks prior to the commissioned date.

6.2. **Commissions (Photo-Shoots)** – Full payment by The Client(s) will be required (paid by BACS, or Paypal) along with a completed contract to confirm The Client(s) booking. Full payment will include a 50% non refundable booking fee.

6.3. **Full Price photo-shoot Gift Vouchers/Commissions/Group Event bookings** made will be subject to the Photographer(s) discretion and availability – Full payment by The Client(s) will be required (paid via The Photographer(s) website or BACS) and a completed order or contract to confirm The Client(s) booking. Full payment will include a 20% non refundable booking fee. For cancellation fees, refer to Clause 7.

6.4. **Special Offer and discounted photo-shoots/photo-shoot gift vouchers/commissions/group event bookings** are set at a discounted price and requires payment in full to confirm the booking. These offers are non-transferable, nor refundable and not for resale. The Photographer(s) reserves the right to postpone, alter or cancel the photo-shoot booking (Refer to clause 7.4).

6.5. **Monetary Gift Vouchers**, can be purchased from The Photographer(s) website. All voucher codes must be produced by The Client(s) as part of their booking or online order. All Vouchers must be valid and used on or before the expiry date set. There is no cash alternative, nor refundable and not for resale.

6.6. **All Commissions (Photo-Shoots), Photo-Shoot Gift Vouchers, won as prizes, promotional, and/or auctioned through third party organisations**, must be taken on or before the expiry date set by The Photographer(s). There is no cash alternative, non-transferable, nor refundable and not for resale. The Photographer(s) reserves the right to postpone, alter or cancel the photo-shoot. The Photographer(s) will not be responsible or liable for any loss or costs incurred by The Client(s).

6.7. **Training** - Full payment by The Client(s) will be required (paid by BACS, or Paypal) to book Workshops or One-to-One Tuition reservations. Full payment includes a 50% non refundable booking fee.

6.8. **Invoices** - to be paid by the date specified. Standard Terms are 7 days from the date of the invoice, unless dated "upon receipt", which requires immediate payment. Wedding booking payments, refer to Clause 6.1 above.

6.9. All goods and services are payable at onset of ordering, unless otherwise specified.

6.10. All goods remain the property of The Photographer(s) until paid for in full by The Client(s).

6.11. The Photographer(s) reserve(s) the right to collect all goods in part or fully unpaid for.

6.12. The Photographer(s) reserve(s) the right to apply a daily interest rate of 8% p.a. over the current Bank of England base rate, on all non or part payment invoices after 30 days from when the payment date is due, and will continue until payment is made.

6.13. After 60 days from the payment due date, on all non or part payments, The Photographer(s) reserve(s) the right to take legal action against The Client(s).

6.14. The Photographer(s) reserve the right to deny any photographic booking or order without any due cause.

6.15. It is The Client(s) sole responsibility to book the appropriate commission, level of Workshop or One-to-One Tuition required. Therefore, the Photographer(s) shall not be responsible or liable for an unsuitable commission, level of Workshop or One-to-One Tuition carried out.

7. Cancellation Fees

7.1. If The Client(s) cancel a full priced commission, wedding or event, the following cancellation fees will become due immediately upon said cancellation.

7.1.1. Cancellations made within two weeks of the purchase date and more than four months to go until contract date, the cancellation fee is the non-refundable booking fee.

7.1.2. Cancellations made within four months but more than two months to go until contract date, the cancellation fee is 50% of the purchase price.

7.1.3. Cancellations made within four months of the purchase date, with less than four weeks to go until contract date, the cancellation fee is 100% of the purchase price.

7.2. Cancellations of special offer photo-shoot Gift Vouchers/bookings made with or without a Photo-Shoot Gift Voucher or Monetary Gift Voucher, are non refundable and not for resale.

7.3. In all cases where The Client(s) wish to rearrange the commission date, and The Photographer(s) is able to rebook the date with an equivalent related booking (subject to availability and commission location), should the revised contract date be cancelled at any time, the cancellation fee is 100% of the purchase price.

7.4. Special Offers and discounted photo-shoots/photo-shoot gift vouchers/commissions/group event bookings that are set at a discounted price, are non refundable, unless the booking is cancelled by The Photographer(s). Should the booking be postponed or altered by The Photographer(s), alternative dates will be offered and therefore the booking will remain non refundable.

8. Placing an Order and Receipt of Goods

8.1. The Photographer(s) will not be held liable for any costs incurred to The Client(s) for alterations to any orders made by The Client(s).

8.2. The Photographer(s) will endeavour to make alterations as requested by The Client(s) if the order is not already in progress or outsourced by The Photographer(s).

8.3. All wedding orders will take approximately 6 to 8 weeks to complete.

8.4. All other orders will take approximately 2 to 4 weeks.

8.5. Online purchasing of Event image prints up to A3 size may take up to 5 days to complete.

8.6. Online purchasing of Event image prints over A3 size and all canvas prints and gifts, may take up to 2 weeks to complete.

8.7. The Client(s) will be informed in writing once their commissioned order is ready and available for collection or ready for posting. The Photographer(s) can store completed orders for a maximum of 30 days and after this time any orders not collected may be destroyed and are non refundable.

8.8. The Photographer(s) must be notified either by telephone or in writing (sent by special delivery) within two working days of The Client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.

8.9. Due to the nature of the products, The Photographer(s) are unable to give exchanges or refunds for Prints, Products, Gift Vouchers and Digital Images, unless wrong or damaged goods have been received by The Client(s). This does not affect your statutory rights.

8.10. Online Ordering cannot be refunded or changed once The Photographer(s) have confirmed your order.

9. Force Majeure/Liability

9.1. All commissions (photo-shoots, weddings) and events are subject to alteration, postponement or cancellation by The Photographer(s) owing to any cause beyond their control (i.e. illness/injury, adverse weather conditions).

9.2. The Photographer(s) will contact other professional photographers within their team and externally if The Photographer(s) cannot attend your commission, event, workshop or one-to-one tuition due to Clause 9.1.

9.3. In the event of cancellation by The Photographer(s), all attempts will be made to arrange for another suitable date or another photographer to be present – see Clause 9.2 or in the unlikely event of total photographic failure, re-shoots may be arranged if practicable – The Photographer(s) will not be responsible or liable for costs to stage such re-shoots, The Photographer(s) liability shall be limited only to a full refund of any deposits and fees paid to The Photographer(s), but shall not include a refund for any goods or photographic services that may have already been received or expenses or fees incurred by The Client(s).

9.4. Although The Photographer(s) photographic equipment is checked regularly, The Photographer(s) will not be responsible or liable for digital images that are not produced due to technical failure, either at the shooting or post processing stage. The Photographer(s) liability shall only be limited to a full refund of any deposits and fees paid to The Photographer(s), but shall not include a refund for any goods or photographic services that may have already been received or expenses or fees incurred by The Client(s).

9.5. The Client(s) accept full responsibility for their safety, personal injury, personal losses, loss or injury to their animals, property, and belongings, and to loss, injury or damage caused by The Client(s) to third parties and their animals, property and belongings, during the period of the commission, event, workshop or one-to-one tuition. The Photographer(s) will not accept liability for any claims or dispute arising from this Clause.

9.6. All commissions, (photo-shoots, weddings) events, workshops and one-to-one tuition material delivered and discussed by The Photographer(s) is provided following Best Practice. At no time is any commission, event, workshop or one-to-one tuition material delivered and discussed by The Photographer(s), knowingly misleading, or inaccurate. Therefore, The Photographer(s) will not be held liable to any claims or disputes regarding advice, recommendations, training, materials or otherwise.

9.7. The Photographer(s) will not accept liability for any claims or dispute arising from The Client(s) understanding of the commission, event, workshop or one-to-one tuition or inadequate or inappropriate commission, event, level of workshop or one-to-one tuition.

10. Complaints

10.1. In the unlikely event of any complaint with regards to The Photographer(s), all complaints must be received in writing within seven days of The Client(s) commission, event, workshop, one-to-one commission, or receipt of products purchased.

11. Insurance

11.1. It is in The Client(s) interest to take out appropriate insurance policies to cover any expenses in the event of cancellation.

12. Third Party Licence

12.1. The Client(s) have obtained permissions and the appropriate Licence(s) for the Photographer(s) to photograph all subjects, including buildings, animals, people, branding and third party branded materials. The photographer(s) will not be held liable for any breach of these permissions and licences, including the photographing, releasing, distribution, advertising, sale and Copyright Licence given by the Photographer(s) of the Work produced. The Client(s) will hold full responsibility.

www.jackiehancock.co.uk