

**STANDARD TERMS AND CONDITIONS**

**“Photographer”** shall mean Ian Johnstone or, subject to the provision 8(b) below, any photographer(s) or assistant(s) appointed by ColourStone Photography. **“Customer”** shall mean the person or persons appointing the Photographer or purchasing photographic prints or other products from the Photographer.

These terms and conditions between the Photographer and Customer (**“Standard Terms”**) shall apply to any purchase made by the Customer for the photography service, including but not limited to, photography shoots and placement thereof on the web site. The Standard Terms and Conditions, along with the applicable Confirmation of Order Form, shall constitute the agreement between the Photographer and Customer with respect to the specific photography booking (the **“Agreement”**). If the Customer arranges for a third party to meet the costs under this Agreement, the Agreement remains with the Customer. The Due performance of the Agreement is subject to the Standard Terms below and cannot be varied in any way by the Customer unless expressly agreed by the Photographer in writing.

Before confirming your order please:

Read through these Standard Terms and Conditions and in particular our Cancellation Policy at clause 8.

If products are to be purchased from our Website, these Terms and Conditions should be read in conjunction with our “Terms and Conditions relating to the Purchase of Products from this website” (Terms and Conditions for Products”).

**1. General:**

a) Payment for print orders is requested at the time of placing the order. Title or any inference of ownership of the photographic prints or other products does not pass to the Customer until full cleared payment is received. Prices quoted on the website are subject to those laid out in our Terms and Conditions for Products.

b) Online galleries will be viewable for up to 4 weeks unless otherwise agreed. If the Customer requires the online gallery to be available longer, this can be arranged at a cost of £10 per calendar

month, payable in advance. Supplied CDs, DVDs and USBs are guaranteed for 12 months and we recommend that they are backed up immediately upon receipt, such backups and copying is fully included in the creative license that accompanies the CD, DVD or USB.

c) The Customer will be given a session ID and Password for access to the Customer’s online gallery to view and purchase the Customer’s photographs after the event (“Event”). This will be valid for the period which the online gallery is viewable and is subject to our Terms and Conditions for Products.

d) Basic retouching and / or digital manipulation may be done, at the Photographer’s discretion, to the proportion of the images that are selected for inclusion in the Customer’s album or package, depending on the package purchased. Additional digital manipulation of any image(s) may be possible at an additional charge, and/or dependent upon the package purchased.

e) Wedding/Portrait/Event photography - The Customer’s online gallery will be available for viewing between 2–4 weeks after the Event. If you have chosen a bespoke Album design, your proof will be ready approximately 2-4 weeks from the date of your image selection and the Album will be delivered approximately 6-8 weeks after the proof has been accepted by the Customer. At peak times of the year, (July/ August/ September/ December) this may be a little longer. If you have chosen to have your images on CD, DVD or USB only this will be available within 4 weeks from the date of your image selection.

f) Corporate/commercial photography – Images will be available as agreed in the Confirmation of Order and Business Requirements and Scope document.

g) Delivery of prints or other products ordered and purchased online is approximately 2-4 weeks from the date of the order and is subject to our Terms and Conditions for Products.

**2. Copyright:**

Under the, Copyright, Designs and Patents Act 1988 the Photographer is the author and initial

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owner of the copyright in the images he/she takes for the Customer. To copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the Photographer or his appointed agents, requires permission of the Photographer. However a full licence to copy and print images (either for personal use and/or commercial use) is included with the presentation CD, DVD or USB and the Licence Agreement will be contained therein. By accepting the CD, DVD or USB you, the Customer, agrees that you have read and understood the Licence Agreement. All original images remain the property of the Photographer.

**3. Display:**

The Customer hereby allows the Photographer to display any images covered by this Agreement and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media without any remuneration being due to the Customer or any people featured in the photographs, provided that the images are used lawfully and without damage to the Customer. It is assumed that any other people featured in the photographs at the Event or Photoshoot are guests of the Customer and also allow the Photographer to display any images as stated above. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it may not always be possible to prevent determined persons from accessing these galleries and the Photographer will not be held liable for such unauthorized access.

**4. Licence and Coverage:**

a) The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Customer's requirements, the Photographer's judgement regarding the location, poses and number of photographs taken shall be deemed correct.

b) For bookings involving a church ceremony or at certain other venues, the Photographer's movements may be restricted by the minister or

official in charge: photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting. The Photographer cannot accept responsibility for limited coverage in such cases.

c) Whilst the Photographer shall endeavor to fulfill all the Customer's requirements, the Photographer or any of his employees cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

d) Any alterations made to the booking by the Customer once details have been confirmed may only be made at the discretion of the Photographer. If unable to accommodate alternative arrangements (such as the change of ceremony date or venue) the Photographer is not liable to compensate the Customer(s) in any way whatsoever.

**5. Image Reproduction:**

a) Owing to photochromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the Photographer will endeavor to achieve a pleasing overall colour balance based on natural flesh tones.

b) It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes, or on varying media, may also be variable. ColourStone Photography will endeavor to ensure that all images are correctly colour balanced with the correct tonal range where technically possible.

c) Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and

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that prints will not match images rendered on any particular computer monitor.

d) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not be compatible with all DVD players, particularly older models.

e) All print and presentation sizes quoted are approximate and subject to change at the discretion of the Photographer.

**6. Payment and Prices:**

a) For our Wedding and Event packages, a non-refundable booking fee of approximately 20% is required to secure the Photographer's services for the day, with the remaining balance due 6 weeks before the wedding or event date. Non-refundable booking fees are required for Portrait sessions of approximately 20%, with the remaining balance payable on the day of the photo session. The booking fee is deducted from the final invoice and is not an additional charge. Wedding Package dates are held for up to 7 days without a Booking Fee, unless otherwise agreed. Corporate and commercial photography may require a non-refundable booking fee, with the balance being due for payment 30 days after invoice date.

b) Prices for Photography Services agreed at the time of booking will be guaranteed as specified on the Confirmation of Order Form.

c) If a photography only package is ordered, additional album production and supply can be added at later date, but the published price at the time of booking may be subject to change, in conjunction with our Terms and Conditions for Products.

d) If an Album is ordered as part of the photography package, the image selection for the Album must be completed by the Customer within 3 months of the Event. After this time, there may be an increase in cost for the Album.

e) Reprint prices are subject to change without notice.

f) If our suppliers increase their prices before your booking date ColourStone Photography will endeavor to keep their own prices to that quoted at the time of the booking. However, if significant price increases are incurred it may be that products included in the Wedding Package be substituted for a similar item. ColourStone Photography cannot be responsible for any product being discontinued by their suppliers but will endeavor to supply a substitute product of similar design and quality. This clause is to be read in conjunction with our Terms and Conditions for Products.

Prices for Goods are subject to our Terms and Conditions for Products.

**7. Force Majeure:**

If, as a result of an act of God, force majeure, public emergency, restriction imposed by law or for any other cause beyond the Photographer's reasonable control, the Photographer is unable to provide services to the Customer hereunder, the Photographer shall not be in breach hereof but the Photographer shall be authorised to substitute a reasonably satisfactory date and time to provide services and if no such time is available the time charges allocable to the omitted services will be waived. The Photographer shall not be liable for inability to provide services or fulfill the Agreement in those circumstances.

**8. Cancellation:**

a) The Photographer will endeavor to contact other photographers in the unlikely event that he is unable to attend or fulfill your booking, due to circumstances outside of his control i.e., injury or illness, equipment failure etc. ColourStone Photography can call on the services of a number of different professional photographers to cover such unlikely event, although cannot give any guarantee. It may not always be possible to locate a professional photographer with availability, within the same price range.

b) In the unlikely event of cancellation of the provision of services by the Photographer, the Photographer's liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the

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Photographer will not be responsible for any further costs.

c) If the Customer should have to cancel a booking the following cancellation fees will become due immediately:

i). The Customer is entitled to a full refund of the booking fee received if they cancel within 7 days of the booking, with exception of those bookings received where the Service is due to be delivered to the Customer within the 7 day period.

ii). Cancellations after 7 days and up to six months prior to the Event date incur a charge of 50% of the order value, with the exception of those laid out in clause 8(c)(i). Cancellations within six months prior to the Event incur a charge of 75% of the order value.

iii). Where the Photographer is able to rebook the date with an equivalent booking, the cancellation fee stated in (8)(c)(ii) above will be reduced to the non-refundable booking fee only and any additional cancellation fees already paid will be refunded accordingly.

iv). In the event of the Customer's postponement, ColourStone Photography will make every effort to accommodate Customer's new Event date. ColourStone Photography reserves the right to apply reasonable additional rebooking costs to the Customer's new booking.

v). It is essential to inform the Photographer as soon as possible of any changes of venue, times, or contact details etc.

**9. Limitation of Liability**

In the unlikely event of a photographic equipment failure, photographic materials becoming damaged in processing, lost through cameral malfunction, or otherwise lost or damaged without fault on the part of ColourStone Photography, the Photographer's liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the Photographer will not be responsible for any further costs.

**10. Web Site:**

Please refer to the Web Site Policy document.

a) ColourStone Photography shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this site.

b) Certain links in this site may lead to sites which are not under the control of ColourStone Photography. When you activate any of these you will leave the ColourStone Photography web site and ColourStone Photography has no control over and will accept no responsibility or liability for the material on any site.

c) ColourStone Photography uses a professional hosted web site service. In the unlikely event that this web site is unavailable for any period of time, ColourStone Photography shall not be liable.

**11. Miscellaneous:**

**Governing Law**

This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

**Enforceability**

If any provision, or part thereof, of this Agreement as applied to any party hereunder or to any circumstance shall be adjudged by a Court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or part thereof, or the validity or enforceability of this Agreement.

**Notices**

Any notices given hereunder shall be in writing and shall be given by personal delivery, mail, or e-mail at the respective addresses of the parties hereinabove set forth, or such other addresses as may be designated in writing by either party to the other party.