

# DIANE FRAZER photography

## Terms and Conditions

For all photograph orders after 6 April 2022

### General

1. Please make sure all contact details supplied are correct.
2. The timescales are a guide. All services will be completed as soon as possible with any unlikely delays notified.
3. "You", "your" refers to the person placing the order and agreeing to these terms and conditions.

### Viewing Online

1. Watermarks will not feature on ordered products.
2. The final post production and editing styles, effects, and overall look of the images are left to the discretion of the photographer.
3. All images are colour balanced however colours of clothes may differ to real life and vary as the natural light changes or with any flash used.
4. The photographs may vary in colour depending on the monitor they are viewed on.

### Photograph Ordering

1. Digital downloads ordered are supplied in the 3:2 aspect ratio they were taken in and are delivered in your order confirmation email.
2. Anyone ordering any physical prepaid package items will be asked to change their order unless consent has been given by the person who paid for the package. Only one copy of each prepaid item will be given out and cannot be substituted for any other product.
3. Any wedding or event guests ordering may have their order put on hold until the wedding couple/event host/nominated recipient has received their digital photographs.
4. Reasonable steps are taken to ensure USB sticks are suitable for use on various devices, however due to ever changing technology, the vast range of devices available and their tendency to corrupt; no liability will be taken for any incompatibility issues.
5. The photographs of the products are examples and not to scale. All product sizes quoted are approximate.
6. At checkout the chosen image is to be cropped to suit the aspect ratio of the product ordered. On average 0.5" will be hidden in the framing process including removable print mounts. Album pages may be trimmed slightly in comparison to the proofs due to creep in the binding process. Albums have been designed with this in mind and all picture boxes are placed within the supplier's recommended safe margin thus likely only to affect full bleed images up to 0.5" around the edge.
7. The colours of the products are as accurate as possible due to the variations of materials and computer monitor displays.

8. Due to the organic makeup of the natural materials used by suppliers for their products minor surface imperfections may be present. The grain and colour of wooden frames may vary and over time have a tendency to darken.
9. In the unlikely event of product suppliers discontinuing any of the products advertised at anytime a similar alternative will be offered. If an alternative product is refused, a refund for that item will be given, minus any PayPal or debit/credit card transaction fees if a pay later offline alternative fee exempt method (internet banking or cheque) was offered and the PayPal payment gateway didn't load automatically.
10. All photographs uploaded to the client area will be received as shown with basic subtle airbrushing of any minor blemishes already done during the editing stage to the same standard as shown on [www.dianefrazerphotography.co.uk](http://www.dianefrazerphotography.co.uk).
11. Any further digital retouch work, including clothing alterations and venue imperfections is to be requested and a quote will be given to cover additional time spent editing. The price will vary depending on the nature of the request and the number of photographs the alteration is to be done to. After receiving the quote the photograph/s can be left as they are or the additional retouch work paid for.
12. Prices for products and terms and conditions for additional orders are subject to change.

### **Promotional Discounts and Gift Cards**

1. Any valid discounts or promotions will be shown in your client area and deducted at checkout.
2. Gift cards are a voucher code, delivered as an email link that works like regular gift voucher. No physical card will be issued.
3. Any gift list contributions from various buyers can be added together as one gift card to spend on any product or service.
4. Gift card voucher codes are to be entered at checkout. They can also be assigned to a client area for spending on the next transaction (not recommended for shared client areas or on public computers).
5. Multiple gift cards can be used by any number of people for any number of purchases of products/services until the total value has been redeemed.
6. Orders placed for physical products to the same value as the gift card will be subject to shipping costs. Any free shipping promotions will show at checkout when ordering products.
7. If the order total including shipping is less than the gift card value, the balance will be updated and visible when clicking on the original voucher code link.
8. Gift cards have no expiry date; however prices of products and services are subject to change.
9. Any gift cards received either as a complimentary prize issued by Diane Frazer Photography or a donated prize for third party fundraiser will not be exchanged for their cash value, the amount paid in a fundraising auction etc, any other service or product but can be used by someone else before their expiry date.
10. If the buyer or recipient suspects the gift card code or link has accidentally fallen into the wrong hands the voucher code can be cancelled if the total value hasn't been redeemed. A new voucher code will be issued to the original email address used by the buyer.

### **Payment, Proofs and Order Cancellation**

1. Payments for debit/credit cards are taken through PayPal with or without a PayPal account. The Diane Frazer Photography website will load the payment gateway to complete the purchase or where additional offline pay later options (internet banking or cheque) are offered too, payment instructions will appear at the end of the checkout process and in your invoice sent to the email address supplied.

2. Diane Frazer Photography is not responsible for bank transfers being sent to an incorrect account, cheques/cash being lost in the post, cheques bouncing, or banks/PayPal refusing tender.
3. Payment delays may hold-up orders being sent off for printing and subsequently the delivery.
4. Please check the invoice/receipt with proofs carefully. Any mistakes ordering (wrong image/orientation/incorrect text) for USB sticks, prints, and giftware are to be notified within the 48 hour cooling-off period. Due to the bespoke nature of the product refunds or exchanges cannot be given after the order has been sent off for printing.
5. Full refunds for PayPal payments within the 48 hour cooling off period will only be given in circumstances where the Diane Frazer Photography website loads the PayPal gateway automatically. Where a pay offline later option is offered with alternative fee exempt payment instructions (internet banking or cheque) the cooling off period will be determined as the time between placing the order and paying separately after reviewing the invoice at the buyers convenience.
6. Pay later internet banking options are manually verified within 1 to 3 days. Please allow longer for cheque payments to be posted and cleared. Payment delays for photographs may hold-up the order being sent off for printing and subsequently the delivery.
7. Some products including albums and frames will require separate proofs to be completed and will only be sent off for printing once approved in writing or using the proofing form. 48 hours will be left after the approval of proofs before printing as an additional cooling-off period for any final alterations. These products will state if separate proofs will be sent in the product description.
8. The proofing process is to be completed within a reasonable amount of time. Proofs will be sent to review after each set of changes.
9. No communication with Diane Frazer Photography for 3 months after receiving a set of proofs may incur additional costs to cover any supplier price increase. This includes discontinuation of the product in favour of a more expensive alternative. If no suitable alternative can be offered any refunds will be minus a fee to cover the photographer's time.
10. Digital photographs included as part of a service package are non-refundable after the photographs have been taken.
11. Due to the irreversible nature of delivery and ease of copying all orders for digital downloads will not be refunded. Refunds for digital downloads will only be given for identical orders whereby the same digital image has been ordered twice using the same email address.

## **Delivery of Photographs**

1. All items in the same order will be delivered together. Any request to send items ready sooner separately will incur postal or courier charges.
2. Orders will be ready within 30 days of payment being cleared or from proofs being approved, whichever is the latter.
3. Diane Frazer photography is not responsible for any delays with bespoke products being made at third party suppliers or any delays with the postal and courier services. In the event of severe weather conditions, a natural disaster or an epidemic/pandemic, suppliers and/or couriers may be forced to stop the service they provide temporarily. All orders placed during this time will be put on hold until they are permitted to return to work.
4. Any promotions for free UK delivery will show in your client area. If an international shipping address has been supplied the order will be put on hold until an alternative care of UK address has been provided or payment for international delivery (including any liable taxes) is made after requesting a quote.
5. Weekend and evening delivery for local orders (30 miles from Reading, Berkshire) of albums and frames is subject to availability of delivery appointments. Weekend delivery upgrade for all other items being sent by postal or courier companies will be charged for.

6. Where a free local delivery appointment or delivery to school for parent orders has been offered at the earliest possible time, any request to send the order sooner by post or courier will be charged for.
7. Delivery addresses can be changed providing the order hasn't been dispatched to ensure someone will be available to sign for it on a weekday. Posting can also be delayed by request if the recipient is going to be away.
8. In the unlikely event of your photographs being damaged in the post please contact me as soon as possible. Replacements can be arranged on return of the damaged goods.
9. In the event of any damage occurring during delivery please leave a message with Diane Frazer Photography the same day by email or phone. Replacements can be arranged on return of the damaged goods. It is advisable to get a certificate of posting and a tracking number as no liability will be taken for the loss of items being returned by the post or courier.
10. Any damaged items being replaced are to be reprinted exactly the same. No alterations to the image/s, orientation, or product (colour, style, size, or text etc) can be made.
11. Due to the bespoke nature of the products unwanted items will not be replaced free of charge. Any costs for altering the product and subsequent delivery expenses will be charged for and a quote sent prior to the return of the unwanted item.
12. USB sticks cannot be returned to have additional digital files added to prevent Diane Frazer Photography computers catching any viruses.

### **Looking After Your Photographs**

1. The photographs are printed using high quality professional printers but should still be kept out of direct sunlight in a dry environment away from high humidity levels to keep them in good condition.
2. To clean your photographs use a dry, clean duster.
3. It is advisable to make multiple copies of your high resolution digital photographs on different devices as soon as you receive them to make them compatible with ever changing technology and in the event of any image corruption.
4. All photographs will be archived by Diane Frazer Photography, unless requested otherwise. No liability will be taken for loss of photographs by Diane Frazer Photography after 3 years.

### **Copyright**

1. The 1988 Copyright, Designs and Patents Act assigns the copyright of all photographs to Diane Frazer Photography when they are taken.
2. High resolution photographs can be printed and copied royalty free for personal use and no profitable gain.
3. With the exception of cropping to different aspect ratios for display purposes, the photographs cannot be digitally manipulated in any way to maintain the artistic integrity of the images protected by intellectual property rights.
4. High resolution photographs can be uploaded to social network websites. Images received will not be watermarked. Liking and tagging the [Diane Frazer Photography Facebook page](#) or [Instagram page](#) is much appreciated.
5. Photographs without identities will be used for marketing by Diane Frazer photography and shared with any venue/s and suppliers.
6. Diane Frazer Photography will ask the wedding couple/event organiser/parents for portrait sessions for consent to use their other photographs in the public domain for marketing when ordering. Images will be used on the Diane Frazer Photography website, on electronic devices owned by Diane Frazer, email marketing, promotional material, and sample products.

Wedding/event guests should be made aware if permission is given in case they don't wish to have photographs with them used. Only photographs of whoever has ticked the 'yes' permissions box and their immediate family (spouse/partner/children) will be used on third party directory websites and social media whereby Diane Frazer Photography has login details to control the content. These can be listed upon request.

7. Diane Frazer Photography will not share any of your photographs showing your identity with any third party without your consent. You may give your other wedding/event suppliers (hairdresser, make-up artist, florists, venue) a free copy of your photographs to help promote their business in exchange for them crediting Diane Frazer Photography for the images.

## **Privacy Policy**

1. Any personal data including names, addresses, contact numbers and other information relevant to the photography service are collected, kept confidential and not distributed to any third party.
2. If you believe that any information Diane Frazer Photography holds on you is incorrect or incomplete, please email [data@dianefrazerphotography.co.uk](mailto:data@dianefrazerphotography.co.uk) as soon as possible.
3. You will only be contacted regarding your order. There is the option to opt in to receive the Diane Frazer Photography seasonal newsletter when ordering, which you can 'unsubscribe' from at any time.
4. [Read the full privacy policy.](#)