DIANE FRAZER photography

Corporate Event Booking Terms and Conditions

For bookings after 6 April 2023

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. For the purpose of these terms & conditions the "event organiser" refers to any member of staff completing the booking form and agreeing to these terms and conditions; "buyer/s" refers to anyone given access to order photographs from the event.
- 4. The "event" refers to a public or social occasion organised by a company.
- 5. "Photography genre" refers to the photographic equipment and background used to create a particular look. "Lifestyle" images have the actual location in the background whilst "studio" images feature a background provided by the photographer.

Booking

- 1. The booking is completed following a deposit or full payment.
- 2. Failure to pay at least a deposit as soon as possible may mean your event date is no longer available.
- 3. Where a deposit has been paid on booking, the coverage balance payment will be due one calendar month before the event. Failure to pay the event coverage balance will cancel the booking and the deposit will be retained for bookings made more than 3 months in advance for evenings, weekends, and bank holidays.
- 4. Event coverage can be upgraded before the event day after the balance has been paid. Payment will be due before the event day.
- 5. Any travel or accommodation expenses will be quoted prior to booking. This could include petrol, parking charges, congestion charges, food and accommodation expenses. No expenses will be added after the booking has been completed providing the event venue/s listed on the booking form does not change. Coverage is continuous and includes travel time in between venues.
- 6. Any changes to venue/s listed in the booking form may incur travel or accommodation expenses.
- 7. Any visitor parking permits or parking payments for the photographer's vehicle at any venue, if different to the venue/s listed on the booking form, is to be arranged by the event organiser. Free parking is also to be provided for any ordering or delivery appointments after the event.
- 8. Provisions for a break are to be made for event coverage longer than 4 hours.
- 9. The photographer's DBS can be viewed by request. This is a basic DBS, the highest possible for a self application. An enhanced check can be done by request however this will need to be completed by the company and at the company's expense.
- 10. Prices for products, any special offers, and terms and conditions for additional orders are subject to change 1 month after the event photos have been uploaded to your client area.
- 11. Products can be pre-ordered by staff or buyers and paid for before the event. They are non-refundable once sent off for production.

Postponement or Cancellation

- 1. The deposit is non-refundable 30 days after payment to complete the booking has been received. Where full payment has been paid on booking, the deposit amount will be retained in the event of cancellation and the balance difference refunded.
- 2. If the event is postponed any payments made can be transferred to the new date, subject to availability.
- 3. Should Diane Frazer Photography have another booking on the rearranged day or a request to cancel the booking is made, a refund of any coverage package balance paid will be given. The deposit will be retained as compensation for income turned away after reserving the date exclusively.
- 4. An exception will be made to postponements or cancellations for bookings in circumstances where an event photography service cannot be offered on the original date. This includes venue closure, photographer's attendance onsite denied due to adverse weather conditions, natural disaster, or government restrictions in an epidemic/pandemic. This excludes the circumstance of choosing to cancel the photography service in favour of someone else attending when the photographer's presence is included in restricted attendance numbers. A full refund will be given in these circumstances out of your control after an attempt to transfer the booking to a new date.
- 5. Bringing the event date forwards for any circumstance with less than 72 hours notice giving the photographer minimal or no time to prepare their equipment and/or travel to the venue will be considered unreasonable. This will be treated as going ahead without the photographer and subsequently a cancellation of the photography, if the photographer is unable to arrive prepared at the venue in time.
- 6. Refunds, if applicable, will be given using the same payment method monies were received.
- 7. For those choosing to pay by PayPal (debit/credit card or PayPal account), payments will have a percentage of the payment non-refundable in all circumstances when pay later offline alternative fee exempt methods (internet banking or cheque) are offered. This retainable percentage is subject to change by PayPal at any time with no notice. An advisory of the amount will be included in your invoice and subject to change if making payment is delayed. For these PayPal transactions the cooling off period will be determined as the time between completing the booking form/placing an order on the Diane Frazer Photography website and paying separately after reviewing the invoice at the event organiser's convenience.
- 8. In the event Diane Frazer is hospitalised, forced to self isolate under government epidemic/pandemic social restrictions or unable to travel to the event venue due to adverse weather conditions Diane Frazer Photography has a procedure in place to find another photographer as emergency cover. In the first instance cover will be found for the event at no additional cost. The editing and the rest of the event photography package service will be completed by Diane Frazer Photography.
- 9. In some circumstances cover for the complete job including editing and delivery of images may be required. Emergency cover procedures will be put in place to help find a replacement photographer. A refund of any monies paid will be given to use to pay the new photographer and the contract with Diane Frazer Photography cancelled. Diane Frazer Photography will not be liable for any price differences should the alternative photographer taking on the booking wish to charge more for the same, similar, or different service at any time.
- 10. In the event of postponement on more than one occasion or cancellation of a rearranged event the same terms and conditions will apply.

Photography

- 1. Copies of insurance documents can be shown prior to booking and a copy supplied to the venue if requested. A risk assessment can also be provided after seeing the venue. Please ask the venue's event co-ordinator to contact Diane Frazer Photography to discuss.
- 2. Photographs of fireworks, pyrotechnics and with sparklers, smoke bombs, Chinese lanterns, or similar are to be requested a minimum of 14 days before the event to allow provisions for any additional insurance to be arranged. They will not be provided or setup by the photographer.
- 3. Event venue and a member of the event organising staff are to be present at all times.

- 4. The event organiser is responsible for informing guests a professional photographer will be attending and ensure only those who have given permission to be photographed are present in the rooms or outside location being used.
- 5. The style of photography will be as seen on www.dianefrazerphotography.co.uk/corporate.
- 6. There is no limit to the number of photographs taken and received within the times arranged.
- 7. All photograph requests for the company's use are to be submitted by email before the event. This includes specific aspect ratios for displaying images. Additional photograph requests can be taken on the day; however no liability will be taken if it isn't possible to take them within the flow and time constraints of the event or photography time booked.
- 8. A studio white background service for portraits is to be requested prior to booking.
- 9. Studio portraits are limited to who can fit in front of the 7x6 foot background at the same time. An additional minimum charge of £125 per image will apply for merging photographs together. Requests need to be made prior to the photographs being taken to ensure both images are taken in the same way for correct perspective in the final image. Class or large group photos are not taken against the white studio background. They can be either indoors or outside, weather depending. On arrival the photographer will discuss a suitable location.
- 10. For lifestyle photographs the location/s acting as the background should be clean and tidy ready for the agreed start time.
- 11. No liability will be taken for missing or lack of variety of photographs under circumstances out of the photographer's control. These may include restricted movement and photography permissions by any officiant; restricted movement at the venue including physical characteristics or staff permissions; social distancing restrictions imposed by government in the event of an epidemic/pandemic; sudden obstruction or actions by anyone including guests, officiant, videographers and venue staff during uninterruptible moments; time constraints caused by delays in the event day schedule; people refusing to be in photographs; guests who arrive late, leave early or disappear to their accommodation; during the photographer's meal break (usually whilst guests are eating); weather conditions; traffic; theft of memory cards and other equipment.
- 12. All buyer purchases of additional products are optional. Any buyers unhappy with what the photographer was able to take within the restricted time or in circumstances out of the photographer's control will not be compensated.
- 13. No liability will be taken for accidents on council or private property not owned by Diane Frazer Photography caused by physical characteristics of the location, weather conditions, belongings (furniture, equipment etc) and people not employed by Diane Frazer Photography.
- 14. Any unlikely accidents caused by the photographer or their equipment are to be reported immediately. No liability will be taken for accidents reported after the event and any meetings.
- 15. Any verbal or physical abuse, hostile, threatening, or inappropriate behaviour towards the photographer, theft, or damage of equipment will not be tolerated and will result in the photographer terminating the event coverage and/or the booking for their own safety. Any theft or damage of equipment by your employees and visitors will be charged for.
- 16. Diane Frazer Photography is to be made aware if anyone suffers from photosensitive epilepsy that maybe triggered as a result of lighting equipment to be used.

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.
- 5. The event organiser will be provided with a unique and secure password to view and download the photographs in a client area on www.dianefrazerphotography.co.uk/login as soon as possible.
- 6. For events with more than 2 hours coverage, a small number of 'preview' photographs can be uploaded into your client area on the website after approximately 10 to 21 working days of the event. These preview photographs are work in progress and subject to final tweaks when all the event photographs are reviewed as a complete collection for quality control at the final stage of

- the editing process. It is at my discretion that they can be downloaded before the job has been completed. No liability will be taken for any re-print costs incurred for products ordered through Diane Frazer Photography or any third party should you prefer the final version.
- 7. The estimated completion time of all photographs for viewing approximately is 6 to 8 weeks after the event, depending on the number of hours coverage purchased. A quicker turnaround time is to be booked and paid for before the event and subject to availability to block out the photographer's diary for immediate days after the event to quarantee editing time.
- 8. Anyone requesting the login details will need to send an email from an account with the same company domain name. Anyone else will be asked to contact the event organiser.
- 9. The online slideshow is a feature of the website and maybe withdrawn by the website company at any given time with no notice.

Photograph Ordering

- 1. High resolution JPEG files are included with every corporate event package. There is no obligation for the organiser or guests to purchase any additional products.
- 2. Digital photographs are delivered as downloads by email after ordering within your client area.
- 3. All digital photographs are supplied in the 3:2 ratio they were taken in. Any alternative aspect ratios or particular images or file sizes required by your printers or website designers prior to the event day. Images supplied can be copied and made smaller for website optimisation in due course by you or website designers.
- 4. All ordering for optional products after the event takes place on www.dianefrazerphotography.co.uk/login with no payment or admin for staff.
- 5. 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/corporate.
- 6. 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.
- 7. Buyers will be asked to agree to the Ordering Terms and Conditions. The same terms will apply for any optional orders for products placed by the event organiser.

Promotional Discounts and Gift Vouchers

- 1. Any valid discounts or promotions will be shown and deducted at checkout.
- 2. Diane Frazer Photography gift cards can be used to purchase the corporate event coverage package and/or optional products after the event by buyers.
- 3. Gift cards are a voucher code, delivered as an email link that works like regular gift voucher. No physical card will be issued.
- 4. Any gift list contributions from various buyers can be added together as one gift card to spend on any product or service.
- 5. 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).
- 6. 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.
- 7. 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.
- 8. 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.
- 9. Gift cards have no expiry date; however prices for are subject to change 1 month after your photographs have been uploaded to your client area.
- 10. 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.
- 11. 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

- 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. Delays transferring or posting payment for photographs will delay the order being sent off for printing.
- 4. All optional buyer orders will go through the payment gateway PayPal. The buyer does not need to have an account.
- 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 buyer's convenience.
- 6. Digital photograph files included as part of the event package are non exchangeable or refundable once the event has taken place.

Delivery of Photographs

- 1. No photographs will be delivered by email directly from Diane Frazer. All orders for digital files or delivery of digital photographs included with the school package are to be delivered via the website.
- 2. Alternative physical delivery options for digital photographs by USB stick can be purchased. A guote will be given.
- 3. Any promotions for free UK delivery of optional products 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.
- 4. USB sticks cannot be returned to have additional digital files added to prevent Diane Frazer Photography computers catching any viruses.
- 5. Delivery addresses can be changed providing the order hasn't been dispatched.
- 6. 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.
- 7. All buyer orders will be posted directly to them at a business or residential address.

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 by the event organiser. 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, copied and published royalty free for the event organiser's personal use and their company's marketing. They are not to be sold to anyone. A reciprocal link isn't compulsory but much appreciated.
- 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. Guests may take photographs on their own devices providing they are not obstructing. Any photographs of compositions set up by Diane Frazer Photography are to be for personal use only and no profitable gain. They are not permitted to use these images to market their own photography business.
- 5. Photographs can be uploaded to social network websites by staff or buyers. Images received will not be watermarked. Liking and tagging the Diane Frazer Photography Facebook page or Instagram page is much appreciated.
- 6. Photographs without identities (venue, flowers, etc) will be used for marketing by Diane Frazer photography and shared with your venue/s and suppliers.
- 7. Diane Frazer Photography will ask the event organiser when booking, to give or refuse consent to use their other photographs in the public domain for marketing. Images will be used on the Diane Frazer Photography website, on electronic devices owned by Diane Frazer for the purpose of a portfolio slideshow, email marketing, promotional material, and sample products. Event guests should be made aware if permission is given in case they do not wish to have the photographs they feature in used. Images of children will be defaulted to no permission.
- 8. Diane Frazer Photography will not share any of your photographs showing your individual or company identities with any third party without your consent. You may give your other event suppliers (hairdresser, make-up artist, florists, venue, guest speaker) 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 any staff or buyers believe that any information Diane Frazer Photography holds on them or the company is incorrect or incomplete, please email data@dianefrazerphotography.co.uk as soon as possible.
- 3. You will only be contacted about the photography service you are booking and subsequent order/s. When booking you will have the option to opt in or out to receive the Diane Frazer Photography schools newsletter which you can 'unsubscribe' from at any time.
- 4. Read the full privacy policy.