

# DIANE FRAZER photography

## Event Booking Terms and Conditions

For bookings 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. The "event" refers to a private party or gathering for family and friends including weddings with no ceremony coverage.
4. For the purpose of these terms & conditions the "event organiser" refers to the person over 18 completing the booking form and agreeing to these terms and conditions.

### Booking

1. The booking is completed following full payment or a deposit of £195.
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.
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. Event coverage can only be downgraded after balance payment in the event of government epidemic/pandemic social restrictions cancelling aspects of the event.
6. Provisions for a main meal or a working lunch in the venue bar or designated supplier area are much appreciated for events longer than six hours.
7. 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 do not change. Coverage is continuous and includes travel time in between venues.
8. Any changes to the venue/s listed in the booking form may incur travel or accommodation expenses.
9. 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.
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. Albums can be pre-ordered and paid for before the event. They are non-refundable but can be upgraded to an alternative album or product before the proofing process starts once all photographs have been edited.
12. Payments for albums and other products before the event will be considered part of the event coverage balance payment where the postponement and cancellation policy is concerned providing they have not been ordered.
13. By special request for large events a second photographer quote can be given for their attendance on the day and subsequent extra post production work for Diane Frazer Photography. This is available as an extra service after booking and subject to

availability. Prices may vary depending on other photographer's available. Any cancellation of the second shooter by the event organiser will not be refunded. Payments will only be transferable to another Diane Frazer Photography product or service if the second shooter hasn't charged Diane Frazer Photography a cancellation fee.

## **Postponement or Cancellation**

1. The deposit is non-refundable after 30 days.
2. Where full payment has been made, £195 is referred to as the deposit and the remainder of monies paid called the balance payment.
3. If the event is postponed any payments can be transferred to the new date, subject to availability.
4. Should Diane Frazer Photography have another booking on the rearranged day or a request to cancel the booking is made, a refund of any balance payments will be given. The deposit will be retained as compensation for income turned away after reserving the date exclusively.
5. An exception will be made to postponements or cancellations whereby an event photography service cannot be offered to anyone else on the same day. This includes a natural disaster or government restrictions in an epidemic/pandemic. A deposit refund will be given after an attempt to transfer the booking to a new date.
6. The deposit will only be refunded for cancellations whereby the event continues to take place on the original date if the photographer is not permitted to supply any form of photography service. This excludes the circumstance of choosing to cancel the photography service in favour of inviting a guest when the photographer's attendance is included in restricted guest numbers. Refunds will be issued, if applicable, following written confirmation from the venue confirming the photographer is not permitted onsite at any time during the event including outdoor areas due to epidemic/pandemic social distancing government restrictions. For events at private residential venues refunds will be issued, if applicable, if the UK government website publishes information regarding the photographer's inability to work in another household during an epidemic/pandemic. Small bespoke event coverage will be arranged if the photographer is only able to provide a limited service.
7. 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. The deposit will be retained to cover any pre-event work done and/or as compensation for other bookings turned away on the original date.
8. Deposit refunds for event cancellations will only be given if the venue is closed on their event date or if the photographer is unable to work in any private residence due to epidemic/pandemic social distancing government restrictions.
9. In the event the event is postponed or cancelled due to the event organiser or key guests are self isolating under government epidemic/pandemic restrictions on the date of the event a retainer fee will be waived if a photography service cannot be supplied on an alternative date due to unavailability of the photographer, photographer's attendance onsite denied due government social restrictions or if the event isn't rearranged for another day.
10. Refunds, if applicable, will be given using the same payment method monies were received to the person who paid.
11. 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.
12. In the event Diane Frazer is hospitalised, forced to self isolate under government epidemic/pandemic social restrictions or unable to travel to the venue/s 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 to

the event organiser. The editing and the rest of the event photography package service will be completed by Diane Frazer Photography.

13. 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 for the event organiser 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.
14. 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. 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 venue or the event organiser and at their expense.
4. Before the event a photography schedule will be sent by email. The timings in the schedule will be a guide and go with the flow of the event. Any significant changes to times and additional photographic requests are to be submitted in writing no later than 4 days before the event. 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. In the event of another photographer being involved as a second shooter or emergency cover a copy of the photography schedule and any other relevant details required for use on the event day will be emailed to them. No liability will be taken by Diane Frazer Photography for images not taken by a third party photographer.
5. The style of photography will be as seen on [www.dianefrazerphotography.co.uk/events](http://www.dianefrazerphotography.co.uk/events).
6. Photographers acting as a second photographer or emergency cover will be told to photograph in the same style as Diane Frazer Photography's portfolio. Some variations may occur due to differences in photographic equipment and techniques used.
7. 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 the 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 uninterrupted 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.
8. 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.
9. 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.
10. Photographers acting as a second photographer or emergency cover will not be employees of Diane Frazer Photography. They will be checked to make sure they have their own liability insurance cover in the event of an accident caused by them or their equipment. Any accidents caused by an emergency cover photographer are to be reported immediately to Diane Frazer Photography. Any subsequent claims will be against the other photographer's insurance policy.
11. 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 wedding coverage and/or the booking for their own safety. Any theft or damage of equipment by you or your guests will be charged for.

12. Diane Frazer Photography is to be made aware if anyone attending the event 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 throughout the event 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 the photographs in a client area on [www.dianefrazerphotography.co.uk/login](http://www.dianefrazerphotography.co.uk/login) as soon as possible.
6. Anyone requesting the login details will be asked to contact the event organiser.
7. For events with more than 2 hours coverage a small number of 'preview' photographs will be uploaded for viewing only in your client area on the website within 2 to 3 weeks of the event. These preview photographs are subject to final tweaks when all the event photographs are reviewed as a complete collection at the final stage of the editing process. For this reason preview photographs will only be available to download once the rest of the collection is finished as soon as possible.
8. 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 guarantee editing time.
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 (supplied in the 3:2 aspect ratio they were taken in) are included with every event coverage package. There is no obligation to purchase any additional products.
2. Digital photographs are delivered as downloads by email after ordering within your client area.
3. One home visit viewing appointment per event is complimentary by request at an address within 30 miles of Reading, Berkshire. Any further ordering appointments are £125 each with the cost put toward any products ordered during the appointment.
4. Guests ordering any physical prepaid event package products will be asked to change their order unless consent has been given by the event organiser or their nominated recipient for them to order their item on their behalf.
5. 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.
6. The photographs of the products are examples and not to scale. All product sizes quoted are approximate.
7. 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.
8. The colours of the products are as accurate as possible due to the variations of materials and computer monitor displays.
9. 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.

10. 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.
11. 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/events](http://www.dianefrazerphotography.co.uk/events).
12. 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.

### **Promotional Discounts and Gift Vouchers**

1. Any valid discounts or promotions will be shown 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 are subject to change 6 months after your event.
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. Delays transferring or posting payment for photographs will delay the order being sent off for printing.
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 buyer's convenience.
6. 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.
7. The proofing process is to be completed within a reasonable amount of time. Proofs will be sent to review after each set of changes.
8. 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.
9. Digital photograph files (coverage payments) are non exchangeable or refundable once the event has taken place.

## **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 physical items included with your chosen event coverage package will qualify for free UK delivery.
5. 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.
6. 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.
7. Where a free local delivery appointment has been offered at the earliest possible time, any request to send the order sooner by courier will be charged for.
8. 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.
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. No photographs will be delivered by email directly from Diane Frazer. All orders for digital files are to be placed through the website.
13. 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 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 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. 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. 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 ordering, 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. 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.
8. Diane Frazer Photography will not share any of your photographs showing your identities with any third party without your consent. You may give your other 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. In the event of a second photographer or an emergency cover photographer being required for any reasons outlined in these terms and conditions, any other relevant details required for use on the event day will be passed on to enable them to undertake the job. Should Diane Frazer be

hospitalised and not in a position to make any necessary emergency cover arrangements herself, a next of kin will access her diary and client paperwork to do it on her behalf.

3. 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.
4. You will only be contacted regarding your booking and subsequent order/s. When ordering products you will have the option to opt in or out to receive the Diane Frazer Photography seasonal newsletter, which you can 'unsubscribe' from at any time.
5. [Read the full privacy policy](#).