DIANE FRAZER photography

Portrait Mini Session Bookings

For bookings after 6 August 2024

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 over 18 completing the booking and agreeing to these terms and conditions.
- 4. "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.
- 5. "Mini session" refers to a short portrait session and "mini session day" refers to all the mini session appointments available on the same day.

Booking

- 1. Your booking is completed following a session payment which is put towards your purchase of photos from that mini session.
- 2. Mini session day locations are decided by the photographer. Anyone wishing to choose their location and day can pay to upgrade their booking to a standard portrait session package which will take place on another day at a location of their choice within 30 miles of Reading in Berkshire, subject to availability.
- 3. Any travel or parking costs to attend the mini session location is at your own expense.
- 4. Directions to the location will be provided including parking options. Anyone driving to a mini session is responsible for where they choose to leave their vehicle. No liability will be taken by the photographer for any damage, theft or parking fines, etc.
- 5. Some outdoor woodland locations to have specific flora such as bluebells in the background may be a 5 or 10 minute walk from the nearest parking, have uneven paths and no toilet or changing facilities nearby. Please ask prior to booking if this would concern you.
- 6. Free parking is to be provided for the photographer at any ordering or delivery appointments.
- 7. Session payments for future mini session days, prices for products and any special offers are subject to change 1 month after your photographs have been uploaded to your client area.
- 8. Any payments for products before the mini session will be considered part of the session payment where the postponement and cancellation policy is concerned providing they have not been ordered.

Postponement or Cancellation

- 1. Mini session payments are non-refundable. There is a 48 hour cooling off period after paying providing your mini session has not taken place within this time.
- 2. An exception will be made to allow refunds for cancellations in circumstances out of your control whereby the photographer has to change the location, reschedule, or cancel the mini session day.
- 3. Should you need to postpone due to illness, self isolating in an epidemic/pandemic or for reasonable unforeseen circumstances your session payment can be transferred to another mini session day providing your appointment is rescheduled via Calendly to make it immediately available to someone else.

- 4. If there are no available or suitable times to reschedule your mini session you'll be required to cancel the appointment via Calendly to make it available to someone else and will be notified when new mini session appointments become available in due course.
- 5. Failure to reschedule or cancel your appointment via Calendly will result in the session payment being retained or any gift voucher used to pay for the session becoming void to cover the inability to sell the appointment time to anyone else. If you choose to re-book on a different mini session day another session payment will be taken and the value of both session payments will be combined to spend on photos taken at your rearranged mini session.
- 6. All participants are advised to dress for the weather. Lifestyle sessions at outdoor locations can only be postponed due to weather by the photographer in the event of torrential rain or storms.
- 7. In the unlikely event a participant doesn't feel well enough to complete the mini session, you'll be invited to come back at the end of the mini session day or in any spare spaces the same day for no extra cost, subject to availability. If this isn't possible an additional mini session can be purchased for a future mini session day and both session payments will be combined to spend on photos from both mini sessions.
- 8. If your child cries throughout your mini session and the photographer is unable to take any photos your session payment can be transferred to another mini session appointment on a different day.
- 9. Refunds, if applicable, will be given using the same payment method monies were received to the person who paid.
- 10. If a gift voucher received either as a complimentary prize issued by Diane Frazer Photography or a donated prize for third party fundraiser is used to book a session which is subsequently cancelled it cannot be not exchanged for the cash value, the amount paid in a fundraising auction etc, any other service or product. It can be given to someone else to use by the expiry date. Expiry dates will only be extended in circumstances where the photographer is forced to cancel the mini session day.
- 11. Session payments through PayPal via Calendly will be fully refundable, if applicable. When pay later offline alternative fee exempt methods (internet banking or cheque) are offered, 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. 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 your convenience.
- 12. In the event Diane Frazer is hospitalised, forced to self isolate under government epidemic/pandemic social restrictions, unable to travel due to adverse weather conditions or the advertised flora isn't in bloom, the mini session day will be rescheduled at the earliest possible time. A refund of your mini session payment will be given if you are unable to make the rearranged day.
- 13. In the event you postpone on several occasions Diane Frazer Photography reserves the right to refuse advance booking of future mini sessions.

Photography

- 1. Copies of insurance documents and a risk assessment can be shown prior to booking.
- 2. The photographer's DBS can be viewed by request. This is a basic DBS, the highest possible for a self application.
- 3. A mini session can be for children and/or pets only, however an adult must be present at all times. With the exception of service dogs, pets may not be permitted to attend a mini session day due to the venue or locations terms and conditions. Please check prior to booking.
- 4. As many photographs as possible will be taken during your allocated time.
- 5. Lifestyle sessions taking place in a vast open area such as a park will be restricted to a particular area a few minutes from the meeting point.
- 6. Additional participants may attend on the day for lifestyle mini sessions however your time allocated won't be increased unless two mini session appointments are purchased.
- 7. Additional people may attend a studio mini session however the number of people able to be photographed at any one time will be limited to who can fit in front of the 7x6 foot background. 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.
- 8. The number of people permitted to be involved in the mini session and/or watching may differ to the seasonal mini session day advertised to comply with any government social restrictions in the event of an epidemic/pandemic or changes to any hired venue regulations.
- 9. Requests for photographs with fireworks, pyrotechnics, sparklers, smoke bombs, Chinese lanterns in a mini session won't be accepted.
- 10. The style of photography will be as seen on www.dianefrazerphotography.co.uk/portraits.
- 11. The photography genre will be advertised for the mini session day and subject to change.
- 12. 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 at the location including physical characteristics or permissions; social distancing restrictions imposed by government in the event of an epidemic/pandemic; sudden obstruction or actions by anyone, time constraints caused by delays including late arrival, changing or feeding; people refusing to be in photographs; weather conditions; changes in the flora either naturally or by the land owners; traffic; theft of memory cards and other equipment.
- 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 mini session day and 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 mini session, mini session day and/or booking for their own safety. Any theft or damage of equipment by you or persons you are responsible for will be charged for.
- 16. Photography on any device by anyone participating or watching will be considered theft to avoid purchasing images and result in the mini session being terminated, any photos taken deleted and the session payment being retained.
- 17. 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.
- 18. You'll be responsible for paying for any damage to any venue hired caused by you or persons you are responsible for.

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 as the natural light changes.
- 4. The photographs may vary in colour depending on the monitor they are viewed on.
- 5. You will be provided with a unique and secure password to view your photographs on www.dianefrazerphotography.co.uk/login as soon as possible, usually 2 to 3 weeks after your mini session depending on the photographer's diary at the time. A quicker turnaround time is to be booked and paid for before the mini session and subject to availability to block out the photographer's diary for immediate days after the mini session to guarantee editing time.
- 6. Anyone requesting the login details will be asked to contact the person who booked the mini session.
- 7. The online slideshow is a feature of the website and maybe withdrawn by the website company at any given time with no notice.

Ordering

1. You'll be sent a voucher code to the value of your session payment with your login password to enter at checkout when placing your order for photographs. There is no obligation to purchase anything else.

- 2. Home visit viewing appointments are £125 with the cost put towards any products ordered during the appointment. Some products will be on display at indoor mini session days.
- 3. Digital downloads ordered are supplied in the 3:2 aspect ratio they were taken in and are delivered in your order confirmation email.
- 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.
- 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/portraits.
- 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.

Promotional Discounts and Gift Vouchers

- 1. Any valid discounts or promotions will be shown and deducted at checkout.
- 2. Gift vouchers are a code, delivered as an email link. No physical voucher will be issued.
- 3. Any gift list contributions from various buyers can be added together as one gift voucher to spend on any product or service.
- 4. Gift 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 vouchers can be used by any number of people for any number of purchases of products/services until the total value has been redeemed, however gift vouchers received as part of a payment for a mini session are to be spent on products taken during that session time.
- 6. Orders placed for physical products to the same value as the gift voucher 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 voucher value, the balance will be updated and visible when clicking on the original voucher code link.
- 8. Gift vouchers purchased from Diane Frazer Photography directly have no expiry date; however prices are subject to change 1 month after your photographs have been uploaded to your client area.
- 9. Any gift vouchers 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 voucher 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.

Order Payment, Proofs, and 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. Voucher codes are activated after payment has been manually verified within 2-3 days. Please allow longer for cheque payments to be posted and cashed.
- 4. Delays transferring or posting payment for photographs will delay the order being sent off for printing.
- 5. 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.
- 6. 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 your convenience.
- 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. Mini session payments become non refundable or transferable once the session has taken place and can then only be spent on photographs taken during that session time.
- 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 unlikely 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 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.

- 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 has been offered at the earliest possible time, any request to send the order sooner by 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 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.
- 9. 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.
- 10. 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.
- 11. No photographs will be delivered by email directly from Diane Frazer. All orders for digital files are to be placed and downloaded in through the website.
- 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. They are not to be sold to anyone.
- 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. Any people taking their own photographs during the session will be asked to delete the images.
- 5. Photographs purchased 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 (hands, feet, cake, flowers etc) will be used for marketing by Diane Frazer photography and shared with any venue/s and suppliers.
- 7. Diane Frazer Photography will ask you when ordering, to give or refuse consent to use your 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. Other participants should be made aware if permission is given in case they don't 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 distribute any photographs showing identities with any third party without your consent. Other suppliers (hairdresser, make-up artist, baker, clothes shop, venue, etc) can be given free digital copies of the portraits to help promote their business in exchange for them crediting Diane Frazer Photography for the images. Images are not to be sold to any third party.

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 as soon as possible.
- 3. You will only be contacted regarding your booking and subsequent order/s. When ordering 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.
- 4. Read the full privacy policy.