# DIANE FRAZER photography

# **School Prom 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. For the purpose of these terms & conditions "school" refers to all types of educational institutes and children's sport and recreational clubs; "staff" refers to any staff, governor, PTA member or club leader; "buyer/s" refers to the person completing the booking and/or making the payment on behalf of the school for attendance at the event or any parents, carers, guardians, relatives purchasing photos after the event. It will also include students over 18 and any children old enough to order photographs with consent.
- 4. The "event" refers to a public or social occasion organised by a school.
- 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 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 for bookings made more than 3 months in advance for evenings, weekends, and school 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. There will be no travel expenses charged for schools within 30 miles of Reading, Berkshire. A free space to park and/or unload as close as possible to the setup space is to be provided on the event day. Any hire costs for your preferred indoor or outdoor location not on the school site will be at your own expense. Any travel expenses for schools further afield will be quoted prior to booking. No expenses will be added after the booking has been completed providing the event venue/s listed on the booking form does not change. This excludes room changes on the same site.
- 6. Provisions for a break are to be made for event coverage longer than 4 hours.
- 7. Copies of insurances documents, PAT testing certificate and risk assessment can be supplied to the school and/or event venue/s by request.
- 8. 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 staff and at the school's expense.
- 9. 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.
- 10. 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. Bookings for an evening, weekend or school holidays are non-refundable after 30 days. There are no postponement or cancellation fees for events taking place during the school day.
- 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, events on a school day during term time are not subject to a cancellation fee. A cancellation fee of £195 will apply to bookings made more than 3 months in advance for weekends, and school holidays.
- 4. An exception will be made to postponements or cancellations for bookings made less than 2 months before the event date and in circumstances where an event photography service cannot be offered. This includes school or venue closure, unavailability of the photographer on a new date, photographer's attendance onsite denied due to adverse weather conditions, natural disaster, or government restrictions in an epidemic/pandemic. A full refund will be given after an attempt to transfer the booking to a new date including a provisional date in the next academic year.
- 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), a percentage of the payment is non-refundable in all circumstances when a pay later offline alternative fee exempt method (internet banking or cheque) is 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 buyer'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 to the school. 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 for the school 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. Staff are to be present at all times.
- 2. Staff are responsible for obtaining permission for children to be photographed. Where possible or appropriate these children/students should wear a sticker or something similar to identify them amongst others.
- 3. The style of photography will be as seen on www.dianefrazerphotography.co.uk/schools
- 4. There is no limit to the number of photographs taken and received within the times arranged.
- 5. All photograph requests for the school'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.
- 6. 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.
- 7. For lifestyle photographs the location/s acting as the background should be clean and tidy ready for the agreed start time.
- 8. 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.
- 9. 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 event venue including physical characteristics or staff permissions; staff or parental permissions; sudden obstruction or actions by anyone including videographers and venue staff during uninterruptible moments; social distancing restrictions imposed by government in the event of an epidemic/pandemic; persons absent, late, leaving early, ill or refusing to have their photo taken; time constraints caused by delays in the event schedule; weather conditions; traffic; theft of memory cards and other equipment.
- 10. 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.
- 11. 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.
- 12. 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 or any meetings/deliveries.
- 13. 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 staff, students, pupils or parents for will be charged for.
- 14. 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 school will be provided with a unique and secure password to distribute for viewing the photographs in a shared event client area on www.dianefrazerphotography.co.uk/login as soon as possible. Password details will be supplied in advance to distribute to buyers in a letter, event programme, email, etc. There is no involvement with payment or admin for the school. During busy times the complete collection of photographs will be ready for viewing and downloading approximately 3 to 6 weeks after the photography day depending on the coverage length chosen. 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.
- 6. Anyone requesting the login details will need to send an email from an account with the same school domain name. Buyers will be asked to contact the school. Please refer any other buyer questions to Diane Frazer Photography.

7. 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. Digital images paid for as part of the event package will be available for staff and buyers to download within the client area.
- 2. All high resolution digital photographs are supplied in the 3:2 ratio they were taken in. Any alternative aspect ratios required are to be requested before the event day.
- 3. Ordering optional products after the event takes on www.dianefrazerphotography.co.uk/login with no payment or admin for staff.
- 4. All photographs uploaded to the client area will be received as shown to the same standard as shown on www.dianefrazerphotography.co.uk/schools.
- 5. Any further digital retouch work, including removal of blemishes, 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.
- 6. 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 school staff.

## **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 prom 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**

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. 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 school prom 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 quote will be given.
- 3. Any promotions for free UK delivery of optional products will show in the 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 (or the school if the buyer is purchasing for the school's use).

### **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 school or a buyer. 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 buyer's personal use and the school's marketing. 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. 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 purchased will not be watermarked. Liking and tagging the Diane Frazer Photography Facebook page or Instagram page is much appreciated.
- 6. Photographs without identities (hands, books, decor, etc) will be used for marketing by Diane Frazer photography and shared with any other venue/s and/or suppliers involved.
- 7. Diane Frazer Photography will ask buyers who place an optional order, to give or refuse consent for their child's photograph to be used 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, sample products, and social media. Images of persons not purchased and group photographs will be defaulted to no permission.
- 8. Diane Frazer Photography will not distribute any photographs showing identities with any third party without staff or buyer's consent. Any suppliers or guest speakers involved with the event can be given free digital copies of the 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 school 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.