### Terms & Conditions

These terms & conditions apply to all Users of Sandra Sergeant Photography (SSP) including <u>www.sandrasergeantphotography.com</u>

For online purchases of Products & Services, You will be asked to accept these Terms before You complete Your order. If You do not click the "I Accept" button You will be unable to proceed with Your transaction.

For offline p<mark>urchases, please do not</mark> confirm a booking or place an order if you do not accept these Terms.

If You do not understand these Terms or have any questions about the Products, Services or the Website please call 07919525929 or email <u>www.sandrasergeantphotography.com</u>.

"Sandra Sergeant Photography" or "SSP" are operating names for Sandra Sergeant trading as Sandra Sergeant Photography of 16 The Street, Old Basing Basingstoke RG24 7BW. The contact details for Sandra Sergeant Photography are as follows:

Email address:	info@sandr <mark>aserge</mark> antphotography.com
Landline:	01256 478 422
Mobile	07919 525 929
Website	www.sandra <mark>sergeantphotography.com</mark>

"Website" refers to the contents of www.sandrasergeantphotography.com, which includes but is not limited to text, images, audio content, videos, designs, graphics, information, logos, downloadable content and software under SSP's control. This includes the Website from which these Terms of use were accessed from.

"Product" and "Products" mean the items advertised and available from SSP offered either online or direct to the public at an outlet operated by SSP.

"Service" and "Services" mean the items advertised and available from SSP offered either online or direct to the public at an outlet operated by SSP.

"We," "Us," and "Our" means and refers to SSP.

"You," "The Client", "Your," "User/s" means all individuals and/or entities that are accessing or have accessed the Website or who have purchased or booked products or services from SSP.

"Shoot" means the photographic session booked by the Client.

"Terms" means these terms and conditions

"Privacy Policy" means Sandra Sergeant Photography Privacy Policy

"Cookies Statement" means Sandra Sergeant Photography Cookies Statement.

"Recovery Procedure" is the process to protect SSP from unlawful actions.

I: www.sandrasergeantphotography.com

M: 07919 525 929

E: info@sandrasergeantphotography.com

16 The Street, Old Basing, Basingstoke, Hampshire RG24 7BW

#### Law

The laws of England shall apply to any dispute under these Terms

#### Usage

You agree that You will not use the Website, and images derived from the Products and Services of SSP in a manner that is illegal, objectionable or otherwise inconsistent with these Terms. You agree that You will access the Website and images derived from the Products and Services of SSP only through the interfaces provided. You agree not to reverse-engineer or otherwise hack the Website, take any actions that damage the Website and the resulting images from the Products and Services or its security, or interfere with other Users' use of the Website.

These Terms together with emails or written or typed communications form the basis of a contract between You, Your agents and SSP. Any variation or modification shall be effective only on the written agreement of all parties involved.

#### Links

The Website may contain links to third-party websites. These links are provided as a convenience not an endorsement. Sandra Sergeant Photography is not responsible for the content of linked third-party websites. Your use of third-party websites is at Your own risk.

#### Intellectual Property

The Website, its' contents, code, copy and design are the property of Sandra Sergeant Photography. Unauthorised use of the Website is strictly prohibited. You agree not to copy or adapt the Website or any part thereof without Sandra Sergeant Photography's prior written authorisation.

The images taken by Sandra Sergeant Photography are the property of Sandra Sergeant Photography and Unauthorised use of them is strictly prohibited. You agree to not copy, alter, sell, distribute, publish or reproduce material or any part thereof belonging to Sandra Sergeant Photography whether purchased or not without permission

#### Copyright

Sandra Sergeant retains the copyright and the right to use the images from your shoot for marketing purposes. The images you purchase will be digital copies or prints from edited files. The original digital files will not be released for sale. You agree to credit Sandra Sergeant Photography where possible. For web use, link photographs to <u>http://www.sandrasergeantphotography.com</u>

You accept that the Recovery Procedure will be activated where there is evidence that You have breached these Terms in any way.

SSP reserves the right to revise these Terms at any time. The most up to date version will always be found on the Website. Please visit this page periodically to review Our current Terms.



#### Products and Services

The description of Products and Services will be as set out on the Website and other forms of advertising. All Products and Services are subject to availability. We will do Our utmost to communicate any size and discrepancy issues as We become aware of them.

#### Pricing

The price displayed for SSP Products and Services on the Website represents the full price. Pricing may be slightly higher at events where SSP products are being sold direct to the public. Prices may be increased without warning but will always reflect known costs.

#### Fees

To secure the Services of Sandra Sergeant Photography, please make a payment of 50% of the agreed Booking Fee. This payment will be offset against the total amount payable and is not refundable. The remaining 50% of the Booking Fee plus any other agreed extras, for the Services contracted must be paid for in full before the Service is provided. Payment for travel expenses, digital copies, prints, DVDs Albums, photobooks and all items not included in the original quotation will be invoiced for separately.

The provision of replacements files and prints from unarchived material will incur an Admin Fee of £20 in addition to the agreed price of the products to be reproduced.

Sandra Sergeant Photography res<mark>erves the right to apply an A</mark>dmin Fee of £50 for archived image retrieval in addition to the current price of the products to be reproduced.

An Admin Fee of £20 will be added to the price of the products to be reproduced from each image that needs to be resized.

Images that need to be supplied greater than 10mb in size will be invoiced at £50 each in addition to the price of the products to be reproduced.

You agree to settle invoices from Sandra Sergeant Photography within 14 days.

#### Unfavourable Circumstances

If the weather or delays affect photographic coverage of the event within the allocated time, Sandra Sergeant Photography with your agreement, will stay for as long as necessary but will charge an additional fee for the extra time involved.

#### Limited Coverage

Sandra Sergeant Photography will adhere as far as possible to your requirements but cannot be held responsible for any lack of photographic coverage if restrictions have been imposed by site personnel, ceremony, and venue or location officials and if members involved in the shoot are not ready, unavailable or unwilling to cooperate for the requested photographs.

#### Purchases

Purchases can be made online, in person, by telephone, text or by using email. Please note that if Your order cannot be fulfilled We will let You know as soon as possible. You will be able to check and amend any mistakes in Your order, delivery address and payment method before You make Your purchase on or offline. Once You receive Your order it is Your responsibility to check all components are present and correct and to notify us of any issues.

#### Refunds, Credits and Exchanges

We recognise that things can and occasionally do go wrong. If We have made a mistake or something unexpected happens please let Us know as soon as possible and We will do Our best to remedy the situation. Please give Us the opportunity rectify any issues or complaints. We will consider Your claim and make every effort, commercially reasonable, to reach a satisfactory resolution.

If there is a problem, the following procedure apples:

- Email info@sandrasergeantphotography.com within 14 days to explain the issue and include your receipt and supporting images. Failure to do so will hinder the ability to investigate, make a judgement on or resolve any queries.
- Once We have agreed a plan of action, please send Your items to 16 The Street, Old Basing, Basingstoke, RG24 7BW. Postage costs for all returns will be at Your expense and only refunded under certain circumstances. We recommend that You Use a postage method that is traceable and insured to protect Your purchase. We will not consider giving a refund, credit or an exchange or until the items are in Our possession.
- A Refund, credit or exchange will be given at Our sole discretion to rectify the situation.

#### Withdrawal

To comply with distance selling regulations You may withdraw Your online order at any time before You confirm Your purchase and within 14 days of the products being received. To exercise Your cancellation rights, You must within 14 days send an email to <u>info@sandrasergeantphotography.com</u> cancelling Your order stating Your name, address, email address and telephone number. Please include Your proof of purchase if your order has been processed.

#### Cancellation

In the event of the Shoot being cancelled by you, any monies paid in excess of the booking fee will be refunded. If Sandra Sergeant Photography is unable to attend and cannot appoint an alternative photographer, the booking fee will be returned. Taking out wedding insurance is advisable.

#### Liability

In the event of a claim, Our liability is limited to the total of all payments received in respect of the Products or Services purchased. Where there is a partial loss, a partial return will be made.

#### Delivery

After we have agreed on the format of the Shoot, the images you require from it and the size & resolution of the files you need, Sandra Sergeant Photography will supply watermarked low resolution proofs by email. The images will be released as prints or high resolution unwatermarked files when all outstanding invoices have been settled. For digital images please be certain of your crop and resolution before you proceed when printing or displaying at sizes other than the size you have been supplied.

Whether you have received images from your Shoot by link, disc or email, please download the files as soon as possible and keep them safely.

#### Postage

Within the UK We will post Your purchases using Royal Mail. Postage costs will be communicated to You by email or when You have put something in Your basket and begin the check-out process. Please make sure Your delivery address is correct and appropriate to receive a signed for parcel.

For overseas orders please contact Us to agree a postage cost and delivery method. Please note that if involving international orders, customs and import duties may also be applied and will likely vary from country to country. Shipping laws also vary from country to country, and it is Your responsibility to check with Your local customs office for details and to verify whether the country to which You request shipping, permits the shipment of Your Sandra Sergeant Photography Products from Our Website.

Sandra Sergeant Photography uses and reuses recyclable packaging as far as possible.

#### Photo products & Artwork

Please notify Sandra Sergeant Photography of the images you want to use, within 28 days of your shoot to avoid being billed for any increased costs.

#### Colour Matching

Whilst every effort is made to deliver quality images, variations of colour will be evident in prints of differing sizes that have been produced at different times on different printers. Digital images will also appear inconsistent when viewed in differing ambient lighting conditions and on different devices.

### **Recovery Procedure**

If you use any image without permission, fail to pay an invoice or otherwise breach these Terms, this Recovery Procedure will be used to protect Sandra Sergeant Photography from:

- Loss of income, profits & earnings
- Copyright Theft
- Unauthorised and /or unattributed use of or orphaning images

SSP may be entitled to:

- Compensatory Damages where images have been used without having been paid for.
- Further damages for failure to credit an image (breach of statutory duty under S.103 of the Copyright, Designs and Patents Act) and for any derogatory treatment of the image/s.
- Additional damages where the breach is flagrant or where You have gained a benefit from using the image/s and for 'moral prejudice' under S.3(2)(a)(ii), The Intellectual Property (Enforcement, etc.) Regulations 2006.
- Require an account of profits from Your use of the image.
- Require You to carry out disclosure of the full amount of profits derived from use of the image/s
- Reclaim Lawyers' fees, court fees, and other expenses related to the matter.

In the first instance the Terms and email or other correspondence between Us will determine the permissions you have with regard to the images and the infringements. If you are unsure whether you have the authorisation to use an image, please ask. Any breaches of these Terms will noted and communicated to you with the appropriate remedy. If after 7 days the matter is not resolved SSP will make a settlement offer. If the settlement offer is not paid within 14 days legal proceedings will commence.



### Privacy Policy

We will retain the personal details and images we hold for you. We will only share them with Mail Chimp, when it is necessary to facilitate future correspondence. The information you give us voluntarily will never otherwise be passed on and is only used by us in connection with competitions, offers, news and tips, specific enquiries, commissions, requests or to send information regarding our Products or Services. We will not delete or destroy images, correspondence or your contact details unless otherwise instructed.

If you want to us to tell you what we hold, or see the information you gave us or think it is incorrect and want to change it please tell us. We are not responsible for the data policies, procedures or content of any sites linked to ours. If you want to be removed from our database, please let us know. You can also tell us to pass on (or not), not use or object to the data we hold for you.

We have taken steps to ensure your information is accessible to you and secure, accurate, and protected by us.

Please direct any queries regarding this policy and the information we hold for you to <u>www.sandrasergeantphotography.com</u> or Sandra Sergeant Photography, 16 The Street Old Basing, Basingstoke, RG24 7BW

### **Cookies Statement**

Sandra Sergeant Photography website uses Google Analytics to recognise and count the number of visitors and to see how they move around the site when they are using it. This information is held by Google on their servers and although we can access that information we cannot identify individuals from it.

This data helps Us to:

- Customise the information We provide on Our Website
- Assi<mark>st in e</mark>fficient page navigation
- Stor<mark>e You</mark>r preferences and improve Your experience on Our site.
- Keep You informed of Our products and services including special offers, discounts & competitions
- Make logging in faster

You can be notified when You have been sent a cookie and You can choose to accept it, block or delete, some or all cookies, but You need to be aware that You might lose some functionality of the Site.

By using this Website You agree to Us and other companies in Our group Using cookies now and in the future.

If you wish to view our website without Google Analytics please <u>click on this link</u> for more information about the cookies used by Google Analytics please <u>click on this</u> <u>link</u>.

Direct any queries regarding this document to <u>www.sandrasergeantphotography.com</u> or Sandra Sergeant Photography, 16 The Street Old Basing, Basingstoke, RG24 7BW

These Terms are effective as of 22nd April 2017.