

t e r m s a n d c o n d i t i o n s

Note - For the purpose of this document CHRIS LYNN photography shall be referred to as CLP. The visitor to the site or the individual (whether representing an organisation or not) who orders an image shall be referred to as the Client.

- 1) **APPLICABLE LAW**
 - a) The laws of England and Wales shall govern this agreement. These Terms and Conditions shall not be varied except by agreement in writing.
 - b) In the event of any conflict between these terms and conditions (including those relating to the time of payment) and those issued or submitted by the Client and in the absence of any contrary agreement in writing these Terms and Conditions shall prevail.
- 2) **CONFIRMATION & DEPOSIT**
 - a) A wedding booking is considered firm on receipt of the signed booking form and deposit.
 - b) For weddings, a deposit of £200 is payable at the time of booking. This deposit is not returnable except in the event of CLP cancelling the booking.
- 3) **CANCELLATION**
 - a) The Client may cancel a booking at any time by giving written notice to CLP but in doing so shall forfeit any monies paid. Should cancellation be received by CLP less than 2 weeks prior to the date of the wedding the client shall pay a sum equal to 50% of the contract value. This sum is payable as compensation as an estimate of the loss CLP would suffer.
- 4) **INVOICE**
 - a) If CLP's invoice is not paid in full within 30 days of issue, CLP may charge interest on the overdue payment at 2.5% per month or part of a month.
- 5) **FULFILLMENT OF OBLIGATIONS**
 - a) CLP shall not be liable to the Client for any failure, in whole or in part, to fulfil its obligations where failure arises as a result of an event or circumstances beyond its control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.
 - b) The Client understands and accepts that the photographic coverage will be as CLP's professional expertise determines. Special requests are not binding instructions although every effort is made to comply with the Client's wishes.
 - c) In the unlikely event of total photographic failure or cancellation of the contract by either party or in any other circumstances the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential losses.
- 6) **REVIEWS/PROOFS**
 - a) Although CLP will do its best to produce more proofs than discussed with the Client there is no guarantee that any particular number of proofs will be produced.
- 7) **ARTISTIC INPUT**
 - a) Save as otherwise agreed between the Client and CLP, CLP shall be entitled to use its judgement regarding the style and artistic input in the production of pictures. This includes but is not limited to locations, poses and number of images taken. Due to the vagaries of weather and the willingness of subjects it may not be possible to capture all the pictures requested.
 - b) CLP will edit pictures to provide pleasing skin tones but cannot guarantee accurate reproduction of clothing shades due to anomalous reflectance caused by a combination of certain dyes and materials. It is sometimes impossible to record colours exactly as seen by the human eye.
- 8) **COPYRIGHT & REPRODUCTION**
 - a) Copyright is retained by CLP at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of CLP.
 - b) The Client may not alter or add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with, another picture without CLP's written permission.
 - c) Permission to reproduce a picture is granted to the Client by CLP only when a fee for the reproduction has been agreed with CLP and an invoice has been issued by CLP and paid in full by the Client to CLP.
 - d) In the event of unauthorised reproduction, the Client shall pay by way of liquidated damages to CLP an unauthorised use fee of £100 or double the standard reproduction fee for the use concerned, whichever is the greater.
 - e) The right to reproduce a picture granted by CLP is personal to the Client and may not be assigned to any third party without CLP's prior written consent.
 - f) The Client will fully indemnify CLP against any unauthorised reproduction of a picture submitted to the Client made by any third party as a result of or arising out of any breach by the Client of any of these terms and conditions (including but not by way of limitation the Client allowing a picture or a copy thereof to come into the possession of a third party without CLP's prior written consent).
- 9) **IDENTIFICATION**
 - a) While CLP has taken reasonable care to correctly identify, caption and orientate the pictures, it does not accept any liability for loss or damage incurred by the Client or any third party caused by any errors.
- 10) **RECEIPT OF PICTURES**
 - a) The pictures are presumed to have been received in good condition unless the Client notifies CLP in writing of any discrepancy or error within 14 days of receipt.
- 11) **COOLING OFF PERIOD**
 - a) Because the supply of the photographs has been made to the Client's personal specification, (i.e. image number, print size, frame style, etc.), the Client does not have the right to a cooling off period.
 - b) By placing an order with CLP you are committing to buy the ordered products.
- 12) **RETURNS POLICY**
 - a) Incorrectly supplied items and items of poor quality can be returned and will be replaced at no extra charge to the Client.
 - b) Faulty items should be posted to CHRIS LYNN photography, 5 Lindsey Road, Cleethorpes, DN35 8TW. The Client is responsible for any costs associated with return postage.
 - c) Returns will not be considered for incorrectly ordered items or items ordered in error.
- 13) **USE OF PICTURES**
 - a) CLP retains the right in all cases to use the pictures in any manner at any time throughout the world for the purposes of advertising or promotion of its work.
- 14) **MODEL RELEASE**
 - a) Unless specified in writing, CLP makes no claim or warranty as to the existence or validity of connected therewith model or other releases in respect of the pictures or as regards the reproduction by the Client of any names or trade marks depicted in the pictures. It is the Client who must satisfy himself that all necessary rights, releases or consents required for reproduction have been obtained.