



## **JULIAN MITHCLL PHOTOGRAPHY - TERMS AND CONDITIONS**

### **1. About us and these terms and conditions**

#### **1.1 Terminology**

**1.2** These Terms and Conditions govern the supply by myself of any products ordered by you, whether on the JulianMitchellPhotography.co.uk site ("the Site") or by any other means.

**1.3** In these Terms and Conditions:

- 1.3.1** "you" means the person who orders a Product from me;
- 1.3.2** "the Contract" means your order of a Product in accordance with these Terms and Conditions which I accept in accordance with clause 2.6 below;
- 1.3.3** "Media" means all tangible media or material comprised within the Photographic Product;
- 1.3.4** "Photographic Product" means the photographic image that I produce, develop, edit and supply following the Photo shoot, including all prints, canvases, albums, CDs, calendars, triptych or any other type of physical or electronic material;
- 1.3.5** "Product" means the products and services comprised in Photographic Product, as ordered by you.

### **2. Making orders of products / photo shoot**

- 2.1** When making an order on the Site, you confirm that you (or the recipient of a Gift Voucher) are an adult aged 18 or over and are based in, and have a delivery address in, the United Kingdom.
- 2.2** Once you select a Product that you wish to order, you will then be shown standard delivery charges, (for printed products) and informed of possible travel expenses. Subject to clauses 2.8, 2.9 and 2.10 below, this is the total that you will pay for receipt of the ordered Product, (subject to possible travelling expenses - clause 2.10)
- 2.3** You shall pay for the Product at the time of ordering by supplying the shopping cart with your payment details. If you order face-to-face, you may pay by Cash or card. Either way, payment is due in full before the product will be delivered.
- 2.4** When you submit an order to purchase a Product from me on the Site, you agree that you do so subject to these Terms and Conditions together with and an understanding that Products are not transferable.

- 2.5** We shall not be obliged to supply the Product to you until I have accepted your order. An e-mail, letter, fax or other acknowledgement of your order is purely for information purposes and does not constitute acceptance of your order. Until I accept your order, I reserve the right to refuse to process your order. Once I have received and verified payment from you, and I have accepted your order, I will confirm that your order has been accepted by sending you an email at the email address that you provide on your order form (or otherwise provide you with other written notification of acceptance). In any event, acceptance will be deemed to take place when I confirm a Photo shoot session in writing with you. If at this point I decide to not accept your order you will be refunded any payments made to me in relation to the order.
- 2.6** Our acceptance of your order brings into existence a legally binding contract between us which can only be cancelled by you in accordance with these Terms and Conditions.
- 2.7** If you discover you have made a mistake with your order after you have submitted it to us, please contact [julianmitchell1965@gmail.com](mailto:julianmitchell1965@gmail.com) immediately.
- 2.8** If the price for the order changes before I accept your order, I will contact you and ask you to confirm that you wish to proceed at the amended price.
- 2.9** There is no VAT applicable to your order.
- 2.10** Once you have ordered a Photo Shoot, I will contact you via the phone number and/or email that you provided during the ordering process, to discuss your order and an appropriate date for the Photo Shoot.  
If a charge for travelling expenses is required, this will be fully detailed at this time; and failure to pay the additional fee shall terminate the contract between us and you will be refunded the original Product Price. (Mileage is charged at 40p per mile for every mile travelled over an allowed 20 miles in total)  
Once a date has been confirmed I will not accept any other work from other clients for those times and dates. This will be deemed to be commencement of the provision of the Products. Any subsequent change of date of the Photo Shoot requested by you will be subject to an additional fee of up to 50% of the price of the Product, chargeable at my discretion.

### **3. Your cancellation rights**

**3.1** I do not offer customer refunds (subject to clause 2.10), credit notes are available.

#### **3.2 Offers and discounts**

Only one offer or discount can be used per purchase

**3.3** Once your order has been accepted, your cancellation rights are limited in accordance with this clause.

Provided that I have not already confirmed a Photo Shoot session with you, you have the right to cancel a Contract with me at any time up to the 7 days after the date when I accept your order. You have no right to cancel once I have booked a Photo Shoot with you.

You have no right to cancel or reject the Products on the basis of style or composition.

If you have the right to cancel your Contract in accordance with this clause and you wish to do so, you must notify me in writing to: [julianmitchell1965@gmail.com](mailto:julianmitchell1965@gmail.com)

#### **3a. Cancelling/Postponing a photo shoot already booked in my diary**

If less than 48 hours notice is given to postpone/cancel a booking held in my diary, 100% of the monies will be held by us.

As soon as a date for the Photo Shoot is held in the diary, the following refunds are available at my discretion.

up to one month (28 days) before the shoot date, £150 or the original product value, whichever the lesser, will be refunded to you

three weeks 80%

two weeks 50%

one week 20%

Any sum debited to me will be re-credited to you as soon as possible and in any event within 30 days of the date of your cancellation.

At a cost of £10 (at my discretion) you may postpone your shoot to another time if you cannot make your original appointment date/time. To postpone your shoot I require at least 48 hours notice. The number of times you may postpone your appointment is at my discretion.

#### **4. Risk, title, delivery and copyright**

We aim to deliver the Product to you at the place of delivery requested by you in your order under 'shipping address'. Alternatively, you may let me know if you wish to collect the Product from me at my premises, in which case I shall tell you when it is ready for collection. I aim to deliver or let you know when the Product is ready for collection within the time indicated by me but I cannot give an exact date. I shall not be liable to you for late delivery or for informing you late that the Product is ready for collection. Delivery times given by me or on the Site are estimates only.

All copyright in the Product shall vest in me and remain vested in me, although you will be granted use of the images, subject to restrictions.

We advise collection of products from my premises where possible.

Risk in the Product shall pass to you on delivery or collection. You shall own the physical Product and all copyright in the Product will be assigned to you when I deliver it to you or when you collect it, provided that you have paid for the Product in full. I reserve the right to postpone delivery until I have received payment in full.

If delivery or collection is delayed through your unreasonable refusal to accept delivery or to collect it (after you have confirmed when placing your order; that you would like to collect it), then I may (without prejudice to any other right or remedy available to us) charge you for my reasonable storage fee and other costs reasonably incurred by us; and notify you that I am immediately cancelling the Contract, in which case I will refund the payment made by you to me for my sale of the Product to you, less my reasonable charges for producing, delivering and returning the Product.

#### **5. Repairs to Media**

- 5.1** IF YOU ARE A CONSUMER, THE REMEDIES IN THIS CLAUSE 5.1 ARE ADDITIONAL TO AND DO NOT AFFECT YOUR STATUTORY RIGHTS, UNDER WHICH YOU HAVE THE RIGHT TO INSIST THAT GOODS THAT YOU BUY FROM BUSINESSES MUST CORRESPOND WITH THEIR DESCRIPTION, BE FIT FOR THEIR PURPOSE AND BE OF A SATISFACTORY QUALITY AND SERVICES MUST BE PROVIDED WITH REASONABLE SKILL AND CARE.
- 5.2** Subject to the rest of this clause, I warrant that when the Media is properly used, it will for a period of three months from delivery or collection materially conform to its specification provided by the Media manufacturer.
- 5.3** To the extent permitted by law, my entire liability for breach of warranty in clause 5 shall be at my discretion either to:
- 5.3.1** repair the Media without charge; or.
  - 5.3.2** replace the Media without charge; or
  - 5.3.3** refund the price paid by you for the Product. (Not applicable for Copyright/Jpeg products)
- 5.4** The remedies under clause 5.3 shall be conditional on you providing me with full details of the defect within 1 week of receiving the goods. I may decide not to repair, replace or refund the Product and I may require you to pay all reasonable carriage costs if I find that the Product is not defective or that the Product has been misused.
- 5.5** The warranty in this clause 5 sets out my liability in respect of a defective or damaged Media and to the extent permitted by law shall apply in lieu of and instead of all other conditions, warranties or obligations which would otherwise be implied by common law, statute or otherwise. The warranty contained in this clause 5 is specifically limited to the person who makes the order with us. No warranty is made to any other person. If you would like me to repair or replace the Product outside of the time limit in clause 5.2, I may agree to do so at my discretion and possibly subject to a reasonable fee.

## **6. Circumstances beyond my control**

We shall not be liable for any delay or failure to supply or deliver the Product due to any circumstances outside my reasonable control.

## **7. Limitation of my liability**

I do not exclude my liability for my fraud or for death or personal injury caused by my negligence.

We shall not be liable to you (whether in contract, or otherwise) in respect of any indirect or consequential losses, damage, costs or expenses, loss of profit, loss of revenue or loss of goodwill suffered by you arising from your use of the Product or from your order to purchase a Product including any error, omission or defect in the Product, even if such losses were reasonably foreseeable or I or my sub-contractors or agents had been advised of the possibility of your incurring such losses.

Our total liability to you, whether in contract, or otherwise, shall not exceed the price of the defective or undelivered Product under the Contract. You acknowledge that this is a fair amount given the price of the Product and allocation of risk between you and us.

## **8. General**

We shall keep a record of your order and these Terms and Conditions. I advise you to print and keep a copy of these Terms and Conditions, your order and any e-mail or written acknowledgement that I make.

The Contract shall be governed by English law and you hereby submit to the non-exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

No failure or delay by me to exercise at any time or for any period of time any term of, or any right under, these Terms and Conditions does not constitute and shall not be construed as, a waiver or that term or right and shall in no way affect my right to enforce or exercise it later.

If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

These Terms and Conditions (incorporating the Site Terms, the copyright notice and the Privacy Policy for orders made from the Site), together with price, Product and delivery details agreed between you and us, contains the entire agreement between you and me in relation to the Contract. These Terms and Conditions apply to the exclusion of any contracts or terms submitted, proposed or stipulated by you.

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Contract.

### **Re-shoot policy**

In the instance where you are unhappy with the images from your shoot, I have a re-shoot policy. The re-shoot policy states that I will, at my discretion, invite the client to arrange a re-shoot within 1 month of the original shoot.

We will only offer a re-shoot where I believe it is due/necessary and will resolve the issue. If the client simply wants more images or is unrealistic about how she should appear I will not offer a re-shoot. I will not add any images from the existing shoot into the gallery. All images not in the gallery will be deleted immediately.

### **On line viewing gallery**

Your online gallery will be available for a limited period of time. After this time has expired, you can pay to have the gallery re-uploaded at a cost of £20. This fee is redeemable against any purchase made thereafter.

## **Retouching**

If you would like any additional retouching to your images you can request this when placing your order by entering in the reference number of the image and describing your request within the 'notes' field. I will do my best to meet your request but any additional retouching is always at my discretion and always in line with the Julian Mitchell Photography style and ethos, and may be subject to a charge of up to £20 per hour at my discretion.

## **Print accuracy**

We produce photographic prints as accurately as possible, and employ a fully calibrated workflow.

Print colours may differ from what you see on your online gallery due to different user settings and monitors. I cannot be held responsible for this.

To maintain the house style of my products, contrast or crop/composition in the photographic products may differ to online gallery images.

## **Prices**

All Purchase Prices and specifications of Prints are subject to change without notice, except where I have accepted your Order and agreed to deliver the Prints to you.

## **Discounts**

Where a customer has benefited from a discount offer, any refundable amounts will be limited to the discounted value.

By signing a model release form, and subject to restrictions stipulated and agreed, the customer acknowledges that they give up all claims of ownership, income or editorial control of the resulting photographs and acknowledge that all copyright and ownership of the images remains with Julian Mitchell Photography.

Julian Mitchell Photography understands that the customer's circumstances can change, such as changing employment requirements, and as such, the customer can request that any of their images shared across social media platforms be taken down. Such a request must be made in writing to Julian Mitchell Photography, along with payment of the original discount offered before the images are removed from Social Media channels. The repayment is not required once a year has passed.

## **Payment**

The Purchase Price payable for photographic prints must be paid in advance by:

a. Payment via the online payment system b. cash or cheque of card payment made in person.

Cheques should be made payable to Julian Mitchell

## **9. Delivery**

All Prints will be delivered to you at the address you provide during the order process, or where you don't supply one I will delivery to your default address, within the service time-frame specified of your Order being accepted by us, unless an alternative timeframe is notified to you by us.

We will always do my best to work to your deadline. At some busy periods this may not be possible but I will inform you of this in such an instance.

The time of delivery is an estimate only and I shall not be liable for any late delivery of the Prints or any consequential loss or damage caused as a result.

## **10. Returns policy**

In the event that the Prints are damaged or defective when you receive them, or do not match the description specified in the Service, you will be entitled to return the Prints within 7 days of receipt by you making sure you notify me by telephone and email beforehand. In those circumstances, I will either reprint the photographs or provide a refund.

In the event that you return any Prints to me and you can demonstrate that they were not faulty when received by you, I reserve the right to return the Prints to you and to claim the cost of such return postage from you.

No refunds are given for Lightroom Pre-set packs bought from the website.

## **11. Privacy**

Please refer to our separate Privacy Policy.

## **12. Copyright**

Copyright of all images taken by the business is owned exclusively by the business, except when full copyright release is agreed beforehand.

## **13. Data Protection**

All customer images remain confidential, save for the agreement between client and the business with a model release form. Customer confidentiality is paramount to the business; your images are kept for a short time then deleted.

All personal data is subject to the rules governed by the GDPR regulations.