TERMS & CONDITIONS

Note – For the purpose of this document Jodie Tapping Photography shall be referred to as JTP. 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
1.1) The laws of England and Wales shall govern this agreement. These Terms and Conditions shall not be varied except by agreement in writing.

1.2) 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) BOOKING FEE
2.1) By booking with JTP you enter into a contract and have therefore agreed to abide by these terms and conditions.

2.2) Booking fees taken for maternity, newborn and family sessions are non-refundable except in the event JTP cancels the booking. If a booking is made online, and no suitable date can be arranged for the chosen session after consultation, then a refund will be given.

3) IMAGES ONLINE
It is illegal to attempt to download, or to attempt to remove a watermark from any image taken and posted online by JTP for any reason. Should an image online be saved via any means, and used elsewhere without the written permission of JTP, whether the copyright has been removed or not, a copyright infringement fee of £1000 per image will be applied to avoid court action and must be paid within 28 days.

4) FULFILLMENT OF OBLIGATIONS
4.1) JTP 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.

4.2) The Client understands and accepts that the photographic coverage will be as JTP’s professional expertise determines. Special requests are not binding instructions although every effort is made to comply with the Client’s wishes.

4.3) 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.

5) CAKE SMASH SESSION
It is the client’s responsibility to inform JTP of any food allergy or intolerances the client’s baby has prior to ordering the cake. JTP will not be held liable for any adverse effect or illness the baby may suffer as a result of an allergy if the Client did not
inform JTP. By signing the Cake Smash contract, you waive all rights to sue JTP if any illness results due to lack of information given to JTP by the client.

6) PRINTS
6.1) All images produced by JTP are done on a fully calibrated monitor, and all prints will be a true reflection of the editing carried out by JTP. JTP will not be held responsible for variances in images caused by clients viewing images on non-calibrated screens or monitors.

6.2) All prices are subject to change without notice by JTP. No consideration will be given to previous clients regarding product pricing, availability, package structure, or session fees.

7) PREVIEWS/PROOFS
Although JTP 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.

8) IMAGE PRODUCTION AND HANDLING
8.1) Save as otherwise agreed between the Client and JTP, JTP 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, or images to the client’s full expectations. In the event of unco-operative children at a session of any kind, for any reason, JTP may not be able to capture any, or all the images the Client may have requested or expected. The Client is responsible for all children at all sessions.

8.2) JTP fully edits all images before presenting to Client. Additional edits are carried out at the discretion of JTP, and JTP reserves the right to charge the Client for additional editing to cover time involved, at a rate of £15 per image. Any additional edit requests MUST be raised by the Client at the proofing stage. Requests not raised at proofing stage will not be considered once products have been ordered.

8.3) If the Client does not view or purchase images within three months of the session without arrangement, JTP will assume they are not wanted and will delete all files.

9) COPYRIGHT & REPRODUCTION
9.1) Copyright is retained by JTP at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of JTP. This includes saving, screen grabbing and downloading from Facebook or other social media.

9.2) 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 JTP’s written permission.

9.3) Permission to reproduce a picture is granted to the Client by JTP only when a fee for the reproduction has been agreed with JTP and an invoice has been issued by JTP and paid in full by the Client to JTP.
9.4) In the event of unauthorised reproduction, the Client shall pay by way of liquidated damages to JTP an unauthorised use fee of £1000 per image, or double the standard reproduction fee for the use concerned, whichever is the greater.

9.5) The right to reproduce a picture granted by JTP is personal to the Client and may not be assigned to any third party without JTP’s prior written consent.

9.6) The Client will fully compensate JTP 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 JTP’s prior written consent).

10) IDENTIFICATION
While JTP 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.

11) RECEIPT OF PICTURES
All printed images are presumed to have been received in good condition unless the Client notifies JTP in writing of any discrepancy or error within 14 days of receipt.

12) COOLING OFF PERIOD
12.1) 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.

12.2) By placing an order with JTP you are committing to buy the ordered products.

13) RETURNS POLICY
13.1) Incorrectly supplied items and items of poor quality can be returned and will be replaced at no extra charge to the Client.

13.2) Faulty items should be posted to Jodie Tapping Photography, 33 School Close, Downley, High Wycombe, Bucks, HP13 5TR. The Client is responsible for any costs associated with return postage.

13.3) Returns will not be considered for incorrectly ordered items or items ordered in error.

13.4) No return, exchange or refund is available on any item once the image proof has been approved, and an order placed.

14) USE OF PICTURES
JTP retains the right in all cases to use the pictures in any manner at any time throughout the world for the purposes of sales, advertising or promotion, of its work.

15) MODEL RELEASE
Unless specified in writing, JTP 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 trademarks 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.

16) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE UNDER THE LAW, THE VALIDITY OF THIS AGREEMENT AS A WHOLE SHALL NOT BE AFFECTED, AND THE OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

17) CAMERA POLICY
Cameras, camera phones, camcorders or any other recording equipment is NOT permitted during any session, either in the studio or on location, without the express permission of JTP.

18) PRIVACY POLICY
JTP will never share, or allow to be accessed, shared or distributed, any personal or contact information of any client or enquiry obtained by any means. For more information, read the Privacy Policy 2018.