



Derya Vicars Photography
Everite House, Carr Lane, Hoylake, Wirral, CH47 4BG

Standard Terms and Conditions
Effective: 1st January 2017

1. Introduction

- 1.1 These terms and conditions shall govern the sale and purchase of all sessions and products offered by Derya Vicars Photography either in-person or remotely.
- 1.2 These terms and conditions shall govern the conduct of customers while with the photographer and in the studio or the location where the photographer is working.
- 1.3 By placing an order and by providing a deposit with Derya Vicars Photography you give your express agreement to these terms and conditions.
- 1.4 These terms and conditions do not affect any statutory rights you may have as a customer.

2. Terms and Definitions

- 2.1 In these terms and conditions: a) 'we' means Derya Vicars Photography, and b) 'you' means our customer / client or prospective customer / client, and c) 'us', 'our' and 'your' should be construed accordingly.
- 2.2 Picture includes a photograph, images, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.
- 2.3 Reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.
- 2.4 The Photographer (otherwise known as Derya Vicars) is the Author of the photograph or the Photographer.
- 2.5 The Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).
- 2.6 Derya Vicars Photography administers the licensing of the works of the Photographer, Derya Vicars.
- 2.7 These terms and conditions represent the entirety of the agreement between Derya Vicars Photography and the Client. Any variation is only applicable when agreed in advance and in writing.

3. Copyright

- 3.1 The entire copyright in the images is retained by Derya Vicars Photography at all times throughout the world.
- 3.2 Derya Vicars Photography supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to the Client whether on its submission, or on Derya Vicars Photography grant of reproduction rights in respect thereof.
- 3.3 Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

4. Use

- 4.1 The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images before payment in full of the relevant invoice(s) without the express permission of Derya Vicars Photography. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.
- 4.2 Reproduction rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.
- 4.3 Derya Vicars Photography reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.
- 4.4 Reproduction rights are not issued exclusively to the Client except when specified on the invoice.
- 4.5 Permission to use the images for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use.
- 4.6 Unless otherwise agreed in writing, all further Licences in respect of the images will be subject to these Terms & Conditions.
- 4.7 Unauthorised duplication and/or replication of any images and/or photographs included within the Client's order is Copyright Infringement and may be classed as a Criminal (IP) Offence. This includes, but not with limitation: a) scanning a printed photo/product onto a computer; b) photographing a printed photo/product; c) duplicating a printed photo/product in any way; d) using images on the internet including all forms of Social Media.

5. Client Confidentiality

- 5.1 Derya Vicars Photography will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable Derya Vicars or Derya Vicars Photography to carry out their obligations in relation to the commission.

6. Indemnity

- 6.1 While Derya Vicars Photography takes all reasonable care in the performance of this agreement generally, they shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.
- 6.2 The Client agrees to indemnify Derya Vicars Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by Derya Vicars Photography.
- 6.3 It is the Client who must satisfy themselves that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Derya Vicars Photography gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any image. In the event that the image issued or reproduced by or with the authority of the Client then the Client shall indemnify Derya Vicars Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

7. Booking and Order Process

- 7.1 The advertising of sessions or products on our promotional material and online presence constitutes an 'invitation to treat' rather than a contractual offer.
- 7.2 No contract will come into force between the Client and Derya Vicars Photography, unless and until Derya Vicars Photography accepts the Client's order.
- 7.3 The Client may be required to complete a Booking Form, on receipt of the booking form, Derya Vicars Photography will send an email as confirmation. The booking will then be considered Confirmed and a Contract in place.
- 7.4 To enter in to an 'In Person' sale contract the Client must place an order in person with a member of Derya Vicars Photography, who will make a note of the Client's order request. The Client's order will have deemed as accepted upon receipt of full payment OR upon receipt of an accepted payment plan
- 7.5 To enter in to a contract via 'phone, email, instant message' the Client must notify Derya Vicars Photography of your order request. Derya Vicars Photography will then review the Client's order and send the Client a confirmation email. The Client's order will have deemed as accepted upon receipt of full payment OR upon receipt of an accepted payment plan.
- 7.6 Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, Derya Vicars Photography will not accept any other work from other Clients for those times and dates.
- 7.7 As a result, once a booking is confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the Client according to Section 0.
- 7.8 Upon Derya Vicars Photography's acceptance of your order, no changes may be made to your order unless confirmed in writing by Derya Vicars Photography.

8. Products and Manufactured Products

- 8.1 Products offered by Derya Vicars Photography include, but are not limited to, Digital Photographs, Printed Photographs, Photo Albums and Books, and Photographs within Wall Art Products.
- 8.2 Derya Vicars Photography may periodically change the products available to order, and do not undertake to continue to supply any particular product or type of product.
- 8.3 Some products ordered may be unavailable due to events outside of Derya Vicars Photography's control. In this event, an alternative product will be offered, or a refund issued.
- 8.4 All images and/or photographs included in, depicted in or contained in any of our products remain the full copyright of Derya Vicars Photography at all times.
- 8.5 As the Client's order is likely to contain 'Bespoke' products, manufacturing of products within the order will not commence until full payment has been received under the terms and conditions of the order.
- 8.6 Specific payment methods may allow Derya Vicars Photography to begin manufacturing and delivery of the order before the Client has completed your payment plan. This will be specified within the terms and conditions of the payment plan, and Derya Vicars Photography will notify the Client of this prior to the completion of the order.

9. Prices and Payment

- 9.1 Derya Vicars Photography prices are available within our 'Product Guides' and other promotional material, both in print and online. It is assumed that the Client has reviewed the pricing guides available. Where pricing guides are unavailable due to updating it is expected the Client requests a guide.
- 9.2 Derya Vicars Photography prices may change from time to time, but this will not affect contracts that have previously come into force.
- 9.3 All amounts and prices stated by Derya Vicars Photography are fully inclusive, and no additional VAT is payable unless otherwise stated.
- 9.4 It is possible that prices within Derya Vicars Photography's promotional material is incorrectly quoted. Accordingly, prices will be verified as part of the sale procedures
- 9.5 Payment terms are strictly 30 days from date of invoice by crossed cheque made payable to "*Derya Vicars*" or by automated credit transfer (BACS). BACS details will be supplied with our invoice if this is a more convenient method of payment. Proof of postage of remittances is not considered proof of receipt, and Clients are advised to send payment by any method affording proof of delivery.
- 9.6 Derya Vicars Photography understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment of commercial debts act if we are not paid according to agreed credit terms.
- 9.7 If payment is not made in accordance with (a) above then Derya Vicars Photography may rescind this Agreement and recover damages, or, at their option, may exercise their statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.
- 9.8 If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from

the issue date, and that Derya Vicars Photography may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

- 9.9 A fee of £17.00 (excluding VAT) may be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursual of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.
- 9.10 Derya Vicars Photography reserves the right to suspend ongoing services, such as (but not limited to) any online Gallery Preview Web Pages or other distribution of images, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.
- 9.11 If the Client makes an unjustified credit card, debit card or other charge-back, then the Client will be liable to pay Derya Vicars Photography within 7 days following the date of our written request: a) an amount equal to the amount of the charge-back; b) all third party expenses incurred by Derya Vicars Photography in relation to the charge-back (including, but not exclusively, charges made by either parties bank or payment processor or card issuer); c) an administration fee of £25.00 and d) all Derya Vicars Photography's reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 9.11 including, without limitation, legal fees and debt collection fees. For the avoidance of doubt, if the Client fails to recognise or fail to remember the source of an entry on the Client's card statement or other financial statement, and make a charge back as a result, this will constitute an unjustified charge-back for the purposes of this Section 9.11.
- 9.12 On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Derya Vicars Photography may at any time thereafter inspect any records, accounts and books relating to the reproduction of their images to ensure that the images are being used only in accordance with the reproduction rights granted to the Client.

10. Expenses

- 10.1 Where extra expenses or time are incurred by Derya Vicars Photography as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at Derya Vicars Photography's normal rate in addition to the expenses shown on the Estimate form as having been agreed or estimated.

11. Rejection

- 11.1 Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

12. Cancellation & Postponement

- 12.1 Once the Client has made a booking for a specific time and date, Derya Vicars Photography will not accept any other work from other Clients for those times and dates.
- 12.2 As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the Client according to the following schedule. When a Client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a Client cancels photography within one weeks of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the Client will be charged for any expenses already incurred by Derya Vicars Photography.
- 12.3 Derya Vicars Photography products typically consist of unique photographs and/or images made specifically for the Client. As a result, the finished products containing or including these photographs and/or images are referred to as 'Bespoke and Customised Goods'.
- 12.4 Any orders placed at Derya Vicars Photography 'premises' are defined as an 'on-premises' contract, and are exempt from cancellation rights.
- 12.5 Under the 'Consumer Rights Act' any 'distance or off-premises' orders made for a product deemed as 'Bespoke or Customised' is exempt from cancellation rights. For the avoidance of doubt, this means once your order is accepted, the Client loses the right to cancel the order. This does not affect your statutory rights.
- 12.6 For the avoidance of doubt, this means once the Client's order is accepted, the Client loses the right to cancel the order. This does not affect the Client's statutory rights.
- 12.7 Derya Vicars Photography may cancel a contract under these terms and conditions immediately, by giving the Client written notice of termination if; a) the Client fails to pay, on time and in full, any amount due to Derya Vicars Photography under that contract; or b) the Client commits any breach of that contract.
- 12.8 If a contract under these terms and conditions is cancelled in accordance with these terms and conditions: a) Derya Vicars Photography will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and b) the Client will continue to have an obligation, where applicable, to pay for products which have been delivered at the date of cancellation (without prejudice to any right Derya Vicars Photography may have to recover the products).
- 12.9 The Client does not have the right to a cooling off period after placing an order with Derya Vicars Photography.

13. Right to a credit

- 13.1 If the box on the 'Licence to Use' marked "Right to a Credit" has been ticked Derya Vicars Photography's name will be printed on or in reasonable proximity to all published reproductions of the images. By ticking the "Right to a Credit" box Derya Vicars Photography asserts their statutory right to be identified as the author of the work in the circumstances set out in Sections 77 to 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.
- 13.2 Unless otherwise agreed in writing if any image reproduced by the Client omits the copyright notice or credit line specified by Derya Vicars Photography any fee payable by the Client shall be subject to an increase specified by Derya Vicars Photography, and in any event an increase of not less than 25%.

14. Studio and Car Park Policy

- 14.1 Derya Vicars Photography has the right to exclude any customer from the studio premises or the work area around the photographer.
- 14.2 Derya Vicars Photography will not tolerate verbal or physical abuse and any occurrences will be reported to the appropriate authorities.
- 14.3 Any personal property of the Client's that is brought to the studio is done so entirely at the Client or Owner's risk. Derya Vicars Photography cannot be held responsible for any loss or damage.
- 14.4 Any vehicles parked in the Everite House car park is done so entirely at the Client or Owner's risk. Derya Vicars Photography cannot be held responsible for any loss, damage or theft.
- 14.5 Everite House car park is available to all tenants of the building and their visitors; where spaces are reserved for the sole use of Derya Vicars Photography and the studio's clients no guarantee is made to space availability.
- 14.6 Any CCTV cameras act as a deterrent to criminal activity, but Derya Vicars Photography do not make any representation as to the coverage provided or guarantee of the security of your vehicle or property if CCTV is installed outside or inside of the studio premises.
- 14.7 External CCTV cameras are no owned or operated by Derya Vicars Photography.
- 14.8 No mobile phones are permitted to be used in the studio or on location unless in the case of an emergency.
- 14.9 Client taken photographs or videos are not permitted at any time in any form. Derya Vicars Photography reserves the right to suspend or end the session if any member of the Client's party continues to take photographs or videos.
- 14.10 Certain sessions will have limits on the number of people in the Client's party. Derya Vicars Photography reserves the right to request party members to wait in the Gallery Viewing Area during shoots.
- 14.11 Accessibility to the studio is to be reviewed by the Client before the booking of a session. Derya Vicars Photography cannot be held responsible if the Client or a member of their party is unable to enter the premises. No refund will be provided.
- 14.12 Derya Vicars reserves the right for Marketing Photographs to be taken with the Client's permission. Permission will be sought from the Client and confirmed in writing in electronic form.

- 14.13 Cake or Food Allergies; the Client is fully responsible for the child or children and is expected to be close at hand in the event of a situation occurring.
- 14.14 Derya Vicars shall be entitled to use her judgement regarding the style and flow of the session. This includes but is not limited to poses, props and number of images taken.
- 14.15 Due to the willingness of subjects it may not be possible to capture all the pictures requested, or images to the Client's full expectations.
- 14.16 In the event of uncooperative children at a session of any kind, for any reason, Derya Vicars may not be able to capture any, or all the images the Client may have requested or expected.
- 14.17 The Client is responsible for all children at all sessions and will be expected to be close at hand in the event of a situation occurring or to provide assistance to Derya Vicars during composition poses.
- 14.18 Special requests are not binding instructions although every effort is made to comply with the Client's wishes.

15. Collection and Delivery

- 15.1 Your order should be available to collect from Derya Vicars Photography within 28 days of: a) the order being accepted by Derya Vicars Photography AND b) full cleared payment being received by Derya Vicars Photography OR c) a payment method is accepted which allows for early delivery of your order.
- 15.2 In some circumstances, your order may be available to collect before 28 days. Derya Vicars Photography will notify the Client if this is the case.
- 15.3 All order collections must be made via a pre-arranged appointment with a representative of Derya Vicars Photography.
- 15.4 In some circumstances, we may arrange to make a delivery of your order directly to you.
- 15.5 Any charges incurred by Derya Vicars Photography in making a delivery directly to the Client including, without limitation, courier and postage fees, will be added to your order with the discretion of Derya Vicars Photography.
- 15.6 Derya Vicars Photography will only deliver orders to the UK Mainland.

16. Returns

- 16.1 If your order arrives damaged, incomplete or is incorrect, you must inform Derya Vicars Photography in writing (including via email) within 7 days of receipt. To assist Derya Vicars Photography in fixing the problem as quickly as possible the Client is requested to: a) include a full description of the problem; and b) include photographs if possible of any errors or damage.
- 16.2 Where Derya Vicars accept the error and/or damage as their responsibility or that of suppliers / providers, Derya Vicars Photography will arrange to repair or replace that part of the Client's order.
- 16.3 The Client must return the damaged and/or incorrect product to Derya Vicars Photography to enable arrangement of the repair and/or replacement.

17. Storage

- 17.1 Every effort will be made to archive the images indefinitely by Derya Vicars Photography. However, Derya Vicars Photography makes no warranty about the nature of its archive past the date of first delivery of final images. Clients should treat the delivered files carefully, and Derya Vicars Photography recommend that you keep a safe copy for the duration of the licence.
- 17.2 Derya Vicars makes no warranty about the nature of the storage devices used during the session or the transmission to any computer system used for editing or archive storage.
- 17.3 Where corruption or accidental deletion of image files has occurred, the situation will be discussed with the Client. Derya Vicars Photography liability shall be limited to a free session to reshoot corrupted or accidentally deleted image files.
- 17.4 In the unlikely event of total photographic failure or cancellation of the contract by Derya Vicars Photography liability shall be limited to a full refund of all monies paid.

18. Applicable Law

- 18.1 This Agreement shall be governed by the laws of England & Wales.

19. Variation

- 19.1 Derya Vicars Photography may revise these terms and conditions as required. The latest version will be published on the website www.deryavicarsphotography.co.uk
- 19.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of revision, but will not affect contracts made before the time of revision.

20. Business Details

- 20.1 This business is owned and operated by Derya Vicars, as Derya Vicars Photography.
- 20.2 Our principle place of business is at: Everite House, Carr Lane, Hoylake, Wirral, CH47 4BG
- 20.3 The Client can contact the business in writing to the above address, or by email to info@deryavicarsphotography.co.uk
- 20.4 Unique Tax Reference: 54575 93946

