

Terms and Conditions of Sale

It is important that you read and understand the terms and conditions that will apply to this contract before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with Niall Edwards Photography before signing. Only sign this agreement if you wish to be bound by the terms and conditions below.

Business Name: Niall Edwards Photography operated and run by Niall Edwards.
Business Address: 53 Pinner Park Avenue, North Harrow, Middlesex, HA2 6JY. England.

1. Definitions

- a. 'The Photographer' refers to Niall Edwards Photography or one of its agents.
- b. 'The Client' refers to any person, body of persons, firm or Company with whom the Photographer enters into a contract for the sale of goods or provision of services by the Photographer.

2. Acceptance of Terms and Conditions

- a. All contracts and transactions between the Photographer and the Client whether made verbally or in writing, are subject to these standard terms and conditions which shall be deemed to be incorporated into any contract between the Photographer and any or all of its Clients. In addition certain services will be subject to further terms and conditions that will be notified at the time of booking.
- b. A contract will only be formed if the photographer accepts the clients offer to purchase the goods or service. The client will be notified of this acceptance.

3. Copyright and Ownership

- a. The copyright of all images created by the Photographer is owned by the Photographer. Unless the Photographer gives written authorisation, the Client is forbidden by law to copy any images created by the photographer and agrees that all photographic reprints and digital duplications from images created by the Photographer shall only be carried out by the Photographer. The licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Photographer's stated payment terms.
- b. If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed by both parties. The transfer of copyright will only become applicable after this payment has been made in full.
- c. In instances where the Client requests copies from media that they have supplied, all work is undertaken on the assumption that the Client has obtained written permission from the legal copyright holder for copies to be made. The Client agrees that they will fully indemnify the Photographer in respect of claims for copyright violation made by a third party.
- d. All original negatives, transparencies and digital files created by the Photographer remain the property of the Photographer. The Photographer will ensure that all such materials are stored safely for the Client and make them available for future reproduction in return for the relevant fee.
- e. The Photographer reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes. Such reproductions shall occur without notice or payment to the client.
- f. We may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 30 days' written notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after taking off the cost of selling the goods.

4. Cancellation Fees / Overruns

- a. Custom made or specified goods cannot be returned, this includes, Photographic prints, Albums and Frames. You will be given the opportunity to review your choice before purchase.
- b. Should you wish to cancel an order, you must notify us in writing, within 7 days of the date you received the goods or 7 days from your agreement to commence a service.
- c. In the event of a cancellation it is your responsibility to return the goods to us and to cover the cost of doing so. If you fail to do this we can reclaim the cost of recovery from your refund.
- d. If after the above period you cancel an order, we will lose the time and costs we have spent on your order up to the time at which you cancel and so we reserve the right to charge you a cancellation fee which is sufficient to cover our lost expenses and handling charges.
- e. The photographer may make additional charges should an assignment overrun which is beyond the control of the Photographer, this will be limited to the Client requesting additional photographs over and above the Client's original brief.

5. Payment Terms

- a. For all Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment. In most cases deposits are required to secure bookings, these will be deducted from the final invoice.
- b. All deposits are non-refundable, unless the photographer withdraws the offer of sale to the client.

6. E-Commerce

- a. In the case of purchasing goods or services via E-commerce, this contract will be concluded upon payment from the client to the photographer.
- b. Before completing the purchase procedure the opportunity is given to review the items selected.
- c. Should the client notice a mistake after payment, contact the Photographer immediately. In this case assuming no costs have been incurred the photographer will be happy to amend the order and refund overpayment.
- d. This contract can be formed in the UK in English using Great British Pounds as payment.

7. Fees and Expenses

- a. We reserve the right, before you book, to vary the services described in our brochures, website and adverts including prices, specifications and descriptions.

- b. All prices quoted to the Client apply only to the original job description and specifications given to the Photographer by the Client. The Photographer reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, the Photographer shall endeavour to provide an indication of what these additional charges will be.

8. Scope of Products and Services

The photographer only offers goods and services for sale to residents of the United Kingdom. At this time no contract shall be undertaken to include any inclusion of sale or shipping of goods and/or services to any other country.

9. Goods Sent to the Photographer

Any goods howsoever sent to the photographer or his agents shall remain the sole responsibility of the sender until such time as the Photographer is in receipt of said goods, the Client agrees to indemnify the photographer or his agents against any loss or damage, consequential or otherwise, that may arise from loss or damage to goods sent to the Photographer by the Client before this time.

10. Representation

The Client shall ensure that there is an authorised representative present at the assignment to ensure the correctness of the Photographer's interpretation of the Client's brief. In the event of no Client representation, the Photographer's interpretation of the brief shall be deemed as correct.

11. Sizes and Colour Matching

- a. Whilst every effort is made to meet the Client's requirements, all sizes quoted by the Photographer are approximate. The Client must inform the Photographer on occasions where accurate sizing is critical.
- b. Due to limitations of materials and processes, it is not possible to guarantee 100% colour matching. However, the Photographer will endeavour to provide the closest possible match.

12. Delivery

- a. Given that the client is a consumer, the client has certain statutory rights regarding the return of defective goods and claims in respect of losses caused by any negligence on the part of the photographer or failure by the photographer to carry out his obligations. These terms and conditions shall not affect the client's statutory rights.
- b. Notification of faulty or damaged goods should be made within a reasonable time of delivery and immediately upon discovery.
- c. As soon as we have delivered the goods or services, you will be responsible for them. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agree to deliver them, as set out in the contract.

13. Confidentiality

The Photographer acknowledges that in the performances of the services, he may receive information from the Client which is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.

14. Liability

- a. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- b. We will not be liable under this contract for any loss or damage caused by us or our employees or agents in circumstances where:
 - i) There is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - ii) Such loss or damage is not a reasonably foreseeable result of any such breach;
 - iii) Any increase in loss or damage resulting from breach by you of any term of this contract.

15. Delivery of Products and Services

Products and services provided by the Photographer are supplied on a best endeavours basis. The Photographer will not be liable for delays that are beyond his reasonable control. The Photographer shall use reasonable endeavours to meet agreed deadlines where applicable. The Photographer shall not be liable for any delays in meeting any of his obligations which were due to causes beyond his reasonable control including but not limited to; postage/courier/lab delays, war/acts of terrorism, riots, government legislation, industrial action, adverse weather conditions, acts of God, floods, fire, loss or damage in transit.

16. Prices

All prices shown within the Photographer's price list are subject to change without prior notice.

17. Images or Data Supplied in Electronic Format

For all images or data supplied to the Client in electronic format, including but not limited to; electronic mail, Compact Discs (CD's) or Digital Versatile Discs (DVD's), The Photographer will endeavour to ensure that the data sent is not corrupt and is virus-free. The Photographer cannot be held responsible for any loss consequential or otherwise that the said media may cause to the Client's computer or data. The Client agrees to take similar steps to ensure that data sent to the Photographer is not corrupt and/or virus-free.

18. Law

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England.

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be removed from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.