



Terms and Conditions.

1. APPLICABLE LAW

- 1.1 The Laws of England and Wales shall govern this agreement. These Terms and Conditions shall not be varied except in agreement in writing.
- 1.2 In the event of any conflict between these Terms and Conditions (including all those relating to 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:

- 2.1.1 By booking a portrait or wedding with Firetree you enter into a contract and therefore agree to abide by the Terms and Conditions.
- 2.1.2 Booking fees taken for location, portrait, studio or wedding sessions are non-refundable except in the event Firetree cancels the booking.
- 2.1.3 Wedding clients may repudiate their contract at any time by giving written notice to Firetree. Should notice of cancellation be received by Firetree less than three weeks prior to the appointment, the Client should pay Firetree a sum equal to 75% of the current price of the minimum order specified in the schedule. The sum shall be payable as compensation it being an agreed estimate of the loss Firetree would suffer.

3. FULFILLMENT OF OBLIGATIONS:

- 3.1 Firetree will endeavor to deliver digital negative files for Wedding Clients as quickly as possible, however this can take up to 4-8 weeks during busy periods. Firetree will endeavor to book viewing dates for portrait sessions within 28 days of the shoot date, dates are usually provided sooner.
- 3.2 Firetree 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 circumstance beyond its control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.
- 3.3 The client understands and accepts that the photographic coverage will be as Firetree's professional expertise determines. Special requests are not binding instructions although every effort is made to comply with The Client's wishes.
- 3.4 In the unlikely event of total photographic failure or cancellation of the contract by either party or in any circumstance 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.

4. IMAGE PROOFS

- 4.1 Although Firetree 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.

PRINTS/IMAGE PRODUCTION AND HANDLING

- 4.2 All image produced by Firetree are done on a fully calibrated monitor, and all prints will be a true reflection of the editing carried out by Firetree. Firetree will not be held responsible for variances in images caused by clients viewing images on non-calibrated screens or monitors.
- 4.3 All photograph sizes are nominal, Firetree shall provide a pleasing, creative colour style but cannot guarantee a particular colour matching. Owing to anomalous reflectance caused by a combination of certain dyes or materials, especially man-made fibers, it is sometimes impossible to record the exact colours of materials as seen by the human eye.
- 4.4 Unless otherwise agreed between The Client and Firetree, Firetree shall be entitled to use its own judgement regarding the style and artistic input in the production of all images. This is included but not limited to locations, poses, backgrounds 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 images requested, or images to the client's full expectations. In the event of uncooperative or distressed children at a session of any kind, for any reason, Firetree may not be able to capture any, or all of the images The Client may have requested or expected.
- 4.5 The style and number of photographs delivered to The Client shall be deemed correct.
- 4.6 Firetree does not fully edit 'proof' images for portrait bookings prior to gallery viewing. Final image choices are custom edited before product production or digital delivery. Firetree fully edits all wedding images before presenting the final online wedding gallery to The Client. For wedding and event photography, signage (I.e Fire exit signs, road signs and emergency signs), will only be removed from key shots. Our style is natural reportage and the number of edited images with signage removed shall be deemed correct. Additional edits are carried out at the discretion of Firetree and Firetree reserves the right to charge the client for additional editing should this be requested. Additional edit requests for portrait bookings 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.
- 4.7 Firetree will put no pressure on The Client to purchase at a portrait photography viewing. The sole purpose of the viewing is to show The Client the range of products and support them making the right purchase choices. Should no order be placed during the viewing and ordering session a purchase decision has to be made within one month of the viewing date. Images that are not purchased within 28 day's will be archived. An unarchive fee of £50 can be requested to retrieve images. Images not purchased after 6 months will be deleted.
- 4.8 Firetree archives all wedding and purchased portrait photographs and will store them for the life of the business. The Client can ask for images be deleted from archive by written request.

5 LICENCED IMAGES

- 5.1 Images supplied by Firetree on USB or digital download are supplied as Jpeg format and will be of sufficient resolution for printing up to size A3. They are licensed to the Client ONLY for sharing, displaying electronically or printing. Remaining family or friends must purchase prints/digital files for their personal use.
- 5.2 Images supplied in digital format are supplied as JPEG's only. RAW files are not available for purchase. In purchasing 'All Images' from any shoot, you are purchasing all your stucom edited images shown at your viewing session or shown on your online gallery, your purchase does not extend to unedited RAW files.



6 COPYRIGHT AND REPRODUCTION

- 6.1 Copyright is retained by Firetree at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of Firetree. This includes saving, screen grabbing and downloading from Facebook or other Social Media.
- 6.2 The Client may not alter or add to, or manipulate an image by means of a computer or any other technique to reproduce a picture in whole or in part as an element within, or as a montage with another picture without Firetree's written permission.
- 6.3 Should an image online be saved via any means, and used elsewhere without written permission of Firetree, whether the copyright has been removed or not, a copyright infringement of £1000 per image will be applied to avoid court action and must be paid within 28 days.

7 RECEIPT OF GOODS

- 7.1 Images/products/albums are presumed to have been received in good condition unless The Client notifies Firetree in writing of any discrepancy or error within 14 days of receipt.
- 7.2 Wall art/wedding albums and client products are 'collection only'. The product cost does not include courier or delivery costs.

8 COOLING OFF PERIOD

- 8.1 Because the supply of the photographs has been made to The Client's personal specification (for example bespoke framing, album composition) and due to the nature of digital file supply, The Client does not have the right to a cooling off period.
- 8.2 By placing an order with Firetree you are committing to buy the ordered products.

9 RETURNS POLICY

- 9.1 Incorrectly supplied items and items of poor quality can be returned and will be replaced at no extra charge to the client.
- 9.2 Faulty or damaged items should be posted to Firetree Photography, 12 Turnpike Close, Market Harborough, LE16 7TJ. The Client is responsible for any costs associated with return postage.
- 9.3 Returns will not be considered for incorrectly ordered items, or items delivered to incorrectly addressed order forms.

10 COMPLAINTS PROCEDURE

- 10.1 If you are in anyway dissatisfied with a product or service supplied by Firetree, please let us know in writing or by telephone so we can rectify the issue as soon as we can. We take all complaints about our service however minor, seriously and will give all complaints due consideration. Complaints must be made within 28 days of receiving the product or service, unless the issue is related to the longevity of a product (eg: wedding album/portrait products).



11 USE OF PICTURES/MODEL RELEASE

- 11.1 Firetree may require to use images from shoots for the purposes of sales, advertising or promotion. Firetree will not use images taken at a wedding or private shoot without consent from The Client. Consent is obtained through the digital signing of an 'Opt In' form which is part of the booking process.
- 11.2 Unless specified in writing, Firetree makes no claim or warranty as to the existence of validity of connected 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 if they choose to 'opt in'.

12 CAMERA POLICY

- 12.1 Cameras, camera phones, camcorders of any other recording device are NOT permitted during any session, in studio or location with the exception of a wedding or event, without the express permission of Firetree.