

Terms & Conditions

1.0 General

- 1.1 The terms and conditions set out below in no way affect the client's statutory rights.
- 1.2 For the purposes of this document, the term 'photographer' refers to any employee of Imagen. The term 'client' refers to any person enlisting the services of, or purchasing products from Imagen.

2.0 Copyright

- 2.1 The photographer owns the copyright to all images taken, in accordance with Sections 77 & 80 of the Copyright and Design Act of 1988. This strictly prohibits the printing out of on-line proofs, scanning or copying hard copies of photographs and the use or reproduction of digital images. At no time may an image, or portion of an image be reproduced or used by the client without prior permission of the photographer. All digital files remain the property of the photographer.
- 2.2 Imagen reserve the right to limited and specific use of all images, i.e. use in promotional materials, on the website, in prints/canvases in the studio to promote our work, and in exhibitions and competitions. Any other uses require permission from the client.

3.0 Client confidentiality

- 3.1 Imagen will keep client information securely and will not pass on client details to third parties. We may contact clients via phone, email or post to discuss a booking/order or to notify them of future offers/promotions.

4.0 Bookings

- 4.1 A booking is secured with a £25 deposit. Both the client and the photographer have the right to postpone a booking where the date/time has ceased to be possible. In this instance, 24 hours notice must be given by either party, together with a suggested alternative date/time. Where 24 hours notice is not given by the client, the deposit is non refundable.

5.0 Delays

- 5.1 Imagen are not liable for delays in providing goods/services to the client that are due to circumstances beyond their control, e.g. act of God, fire, failure of machinery or computer systems, sickness, postal issues, or shortage or

unavailability of materials, and are entitled to a reasonable extension of time in this instance. Imagen will notify the client of such a delay and give them the opportunity to agree alternative dates/times for sittings, or deadlines for completion of orders.

6.0 Special Offers

- 6.1 'Subject to availability' refers to booking the photographer's professional time, and the availability of all products and materials associated with the offer.
- 6.2 Offer dates apply to the booking made, and not subsequent orders or payments, i.e. the date of the booking must fall within the specified time period of the offer to qualify.
- 6.3 Offers only cover goods/services specified in the offer details. Any additional product/service will be charged at a standard rate, according to the price list.
- 6.4 Only one offer may be used for each booking, and cannot be used in conjunction with any other offer.

7.0 Changes to prices offered

- 7.1 Imagen reserve the right to make changes to prices or services offered at any time, however the client will be still charged the price list or special offer cost in place at the time of booking.

8.0 The sitting

- 8.1 Although every effort is taken to accommodate the requirements of each client, the photographer reserves the right to use his/her judgement with regards to style, composition, poses, etc. during the photographic session.
- 8.2 Depending on the client's requirements and due to the style of modern portraiture, sessions can be energetic. Any physical activity during the session is undertaken at the client's own risk.

9.0 Colour

- 9.1 Due to standard printing processes, Imagen cannot reasonably guarantee precise colour matches on images taken.
- 9.2 Although the highest quality materials are always used, due to inherent qualities in colour dyes, pigments and inks, Imagen cannot be held responsible for fading or discolouration of images over time.

10.0 Client's use of website

- 10.1 Images on the website are for selection purposes only (copyright laws to be adhered to, see section 2.0 above). Imagen reserves the right to choose which images are displayed on the website, and to remove images at any time.
- 10.2 Clients reserve the right not to have images displayed on the Imagen website or in any promotional materials if requested.

11.0 Orders

- 11.1 A deposit of 50% is required on placement of an order. This deposit is not refundable in the event of cancellation.
- 11.2 Full payment is due on the receipt of goods. We accept cash, cheques, and most major credit/debit cards.

12.0 Receipt of goods

- 12.1 Imagen will endeavour to deliver most items within 2 weeks from the date of your order.
- 12.2 Items are to be picked up within a calendar month of notification that they are ready for collection.
- 12.3 Where items cannot be picked up, postage and packaging will be charged at cost plus a 15% handling fee.
- 12.4 Orders will be released only when all items are ready for collection, unless specifically agreed with the photographer at the time of ordering.
- 12.5 Clients are responsible for inspecting goods on receipt. Goods will be presumed to have been received in good condition unless the client notifies Imagen of any problem within 14 days of receipt.

13.0 Complaints procedure

- 13.1 In the unlikely event of dissatisfaction, the client must notify Imagen in writing as soon as possible. We endeavour to resolve any dispute within 14 days of receipt of notification.

Any queries should be addressed to Imagen.