Terms and Conditions

Deposits, Payments, Cancellations & Postponements

- 1. To secure any event, we require a 20% non-returnable deposit. This must be paid via an electronic source (Paypal/Card.)
- 2. Payment of the deposit confirms the acceptance of these terms and conditions.
- 3. The remaining balance is due 30 days before the event.
- 4. If there is still an outstanding amount on a booking 14 days or less before the event, then the booking will be cancelled with no funds being returned.
- 5. Advertised charges relate to events within mileage limits of Portsmouth & on a standard day. If the event is outside of these limits or to be held on a bank holiday or special day (e.g. New Year's Eve) a surcharge will be added to the quote. All surcharges are calculated on a case-by-case basis.
- 6. Products will only be provided as per the invoice. If you wish for additional products to be included in your package, they need to be agreed beforehand, or purchased separately.
- 7. If the event is cancelled, the booking no longer required, or we are unable to operate we will require written confirmation. If this notice is provided prior to 30 days before the event, then any payment made over the deposit will be returned. If notice is given with less than 30 days until the event or the event is cancelled due to non-payment (Clause 6) then no funds will be returned.
- 8. Should an event need to be postponed for whatever reason, we will move the deposit to a new date- assuming the new date is no later than 12 months in the future & that the new date is available. Should the new date be unavailable then the cancellation policy in Clause 7 is implemented.

Special offers & promotions

- 9. Once a booking has been secured (e.g., Deposit paid) it cannot be retrospectively adjusted to take into account any new promotions being offered.
- 10. If you wish to take advantage of the offer instead, you will be required to cancel the booking- losing the initial deposit paid and re-apply. Please be aware we may have had other enquiries for your chosen date, and if so, they will be offered the date first.
- 11. Only one offer can be applied to a booking. If there are multiple offers available, the most beneficial option to the customer will be applied.

30-day money back guarantee

- 12. A full refund will be issued to you if you no longer require our services for whatever reason, provided the below criteria are met:
- 13. Written notice is sent to, and confirmed by South Coast Pictures
- 14. Notice is given no later than 30 days from the event being secured (Booking form completed & deposit paid)
- 15. The event has not happened, or final preparation works undertaken (e.g. Prewedding meeting)

Refunds

16. Refunds will be processed as soon as possible, however if the cancellation is caused by us being unable to trade (e.g. National emergency or personal injury,) then a credit note will be issued for the refund amount due. This can either be used against a new booking or can be repaid to you, from 30 days after we are able to restart trading.

Damages

- 17. The hirer is responsible for their guest's actions/behaviour.
- 18. If there is any damage, the cost of the repair, replacement and/or insurance excess charges are chargeable to the hirer, as is any loss of income should we be unable to operate for future events.
- 19. The customer will be notified of any chargeable damage within 3 working days, and the invoice for the damage must be settled within 30 days of invoice date.
- 20. If damage is caused part way through an event that affects our ability to operate, the booking will end immediately. There will be no refund of any hire fees for activities not completed.

Photo Booth

Set Up

- 21. Standard set up time is 2 hours before the booth is due to open. We require a minimum of 1 hour to be able to set up. Earlier set ups may be discussed in advance and may happen at South Coast Pictures discretion.
- 22. Booths are to used for indoor use only & NOT SUITABLE for house parties.
- 23. The booths require the following minimum space in order to be set up:
- 24. 3mtr wide x 3mtr deep x 3mtr high
- 25. If the above space is not available or we are unable to operate due to un-foreseen circumstances, external of South Coast Pictures operations, then the hire will be cancelled but full payment will still be due.
- 26. The set-up space must be clear of all fire escapes, & doors/ walkways unless agreed by the venue.
- 27. A single plug socket located within 5mtrs of the booth will be required.
- 28. Time lost, due to any adjustments to the booths location post set up, will be deducted from the overall shooting time.
- 29. Booths may become unavailable at short notice due to unforeseen events beyond our control (damage etc.) In the event of this happening, we will offer an alternative option, with as much notice as possible.

Operation

- 30. The booths hold a maximum of 10 people (Inflatable) or 6 people (Oval booth) at a time.
- 31. A limitation on the number of people at a time may be imposed if the operator deems that there is an increased risk of injury or damage to users or the equipment.

- 32. The operator has the right to refuse to take photos if their instructions are not being adhered to, until a time as that they are.
- 33. The booth will be open between the times agreed before the event. Any changes need to be discussed before 24 hours before the booth is due to start. If there is a delay in events on the day, it will be up to the operator's discretion whether to extend the agreed hours.

Weddings

Operation

- **34. Weddings with a Photobooth** All photo booth terms above for Set up & Operation must be adhered to in addition to the below.
- 35. Please allow 3-6 weeks for the photos to be processed, and packages compiled. Times can vary depending on package requirements and seasonal workloads.
- 36. We provide all our images with usage rights and cannot be used or sold on to a third party.
- 37. We retain the right to use images for internal marketing (online/print). If you do not wish for us to use the images for marketing, please inform us in writing.
- 38. It is the customer's responsibility to ensure that we have permission to photograph in the venues/locations required and carry out the work as agreed.
- 39. We undertake every care & check to ensure we are able to carry out the work as agreed. However, if things beyond our control prevent us from doing so (e.g., personal injury etc) then we will seek to find a replacement photographer at no additional cost to the customer. If this is unavailable, then we will negotiate a fee with the customer based on the work that is/able to be completed and return any additional payments over this amount.
- 40. If for any reason you're not satisfied with the quality of images you receive we will provide one re-edit of the images based on the feedback you provide. If you are still unhappy with the results you will need to lodge a claim against our insurance for professional indemnity.

Engagement Shoots

- 41. The FREE engagement shoot offer is only valid for an outdoor location with public access.
- 42. With signing up to the free engagement shoot, it is agreed that the clients email address will be added to our internal marketing list. Customers can unsubscribe from this at any time.
- 43. All images remain the property of South Coast Pictures and may be used for our internal print, digital or social media marketing.
- 44. All shoots are subject to availability & schedules may be subject to change.
- 45. The shoot is to be completed in dry conditions unless otherwise agreed. We will confirm the shoot is to go ahead 24 hours before hand, however the shoot may be rescheduled after this if the forecast suddenly changes.
- 46. Shoots are for couples only- no family or pets are to be included in the pictures but may attend the shoot if essential.

- 47. Shoots last no longer than 60 minutes, which includes a 10–15-minute pre-shoot meeting.
- 48. Any shoots that require to be rescheduled at the customer's request are done so with the discretion of South Coast Pictures.
- 49. If the shoot is cancelled by the customer less than 48 hours in advance (other than due to adverse weather) or the couple fail to show for the shoot as arranged but wish to re-arrange the shoot for a later date a £50 security deposit will be charged. This is returnable should the shoot go ahead as planned (subject to weather changes etc as per the above clauses.) If the re-shoot is cancelled with less than 48 hours' notice, or the couple do not show, then the deposit is lost.
- 50. Images from the shoot will be edited and available for viewing on our secure gallery within 72 hours.
- 51. The viewing gallery is available for 30 days from the date of the shoot. If the gallery needs to be reloaded there is a \pm 10 fee.
- 52. To claim any images included with the Free shoot offer, an order form will need to be completed by the customer. This will include images references available from the gallery.
- 53. There is no obligation to Purchase additional images.
- 54. Any additional items purchased will be prepared & dispatched within 3-7 working days depending on the product. All orders will require a signature, & delivery may take up to 2 weeks to arrive from the date of dispatch.
- 55. Digital images purchased will include usage rights but are unable to be resold. Any physical prints, additional items or the images loaded to the viewing gallery do not come with usage rights, so are unable to duplicated (physically or digitally,) uploaded, resold or used for any purpose other than the products original intention. Failure to comply will lead to legal action being taken.

G.D.P.R. Data Privacy

- 56. We only collect data that will assist us in providing an effective service and providing the best possible products to our customers.
- 57. This data may also be used to help us to continually develop and improve our services.
- 58. We take every care to ensure any personal data collected is kept secure both online & offline. We only share data with third parties when it is necessary in completing your booking.
- 59. Data will only be stored, whilst it is relevant, useful or necessary by law. After this time, it will be removed in a secure manor.

Image Usage

- 60. Photo Booth Hire, or Wedding photography customer receives usage rights on all images from their event. These cannot not be sold or used by a third party for commercial gains.
- 61. South Coast Pictures retain the right to use any images taken by ourselves for our internal marketing (Print, Website & social media) unless we're otherwise requested not to by the event organiser via the booking form or informed in writing by the organiser at a later date. This opt out is not available on Free engagement shoots.

Affiliates

Please assume that every single link to an external site on <u>www.scpweddingphotography.co.uk</u> is an affiliate link, and that if you click on it and buy something, I'll possibly make a small commission from it, at no additional cost to you.

Please note that we only recommend items that we've personally used, tried out, or can truly recommend.

Our website, South Coast Pictures Ltd is committed towards helping you learn & understand new photography techniques and earning a commission allows us to keep generating quality content for everyone.

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