

# ALBION VISUAL TERMS AND CONDITIONS

## 1. ACCEPTANCE

The acceptance of booking is based on the agreement by the client of the terms and conditions stated herein. It is understood that Daniel Burns and Sophie-Kathleen Sweet are the official photographers/videographers retained to perform the services requested on this contract and that either or both may carry the contract to completion, at the discretion of Albion Visual.

All quotations, whether verbal or in writing, are subject to our written confirmation on receipt of order. The prices quoted are based on present costs of materials, overhead and labour, and are subject to adjustments to cover any variations which might take place prior to the completion of the contract. Orders are accepted on the terms that all conditions and warranties which would arise by implication of the law are excluded. Albion Visual will hold itself responsible only in respect of guarantees and warranties given expressly in the contract of sale.

## 2. ILLUSTRATIONS

Illustrations, leaflets, advertisements and drawings or other matter issued by, or on behalf of, Albion Visual are not binding as our designs are subject to alteration.

## 3. WEIGHTS AND MEASUREMENTS

All weights and measurements, given in estimates, illustrations, leaflets, advertisements or drawings or other matter issued by, or on behalf of, Albion Visual are believed to be correct, but are not guaranteed and shall not be binding on the company except when expressly agreed in the contract of sale.

## 4. PRICES

The prices payable for the goods shall be those charged by Albion Visual at the time of dispatch. Albion Visual reserves the right at any time to revise quoted prices to take account of increases in costs including (without limitation) costs of materials, labour and carriage. All prices quoted by Albion Visual are exclusive of Value Added Tax unless otherwise stated; all prices are ex works.

## 5. TERMS OF PAYMENT

- a) Unless the customer's credit is approved in writing by Albion Visual, payment is due before or on delivery. If credit is approved, the following sub-classes (b), (c) and (d) shall apply.
- b) A 40% deposit of the contract price shall be required to secure a booking date. The contract price for goods, minus the deposit, shall be payable net cash and without set-off no later than 10 business days from the date of invoice or as otherwise agreed by Albion Visual.
- c) In the event of any goods being delivered at the customer's request by instalments, then each instalment shall be deemed to be the subject of a separate contract. Failure to pay within the relevant period for any instalment shall entitle Albion Visual

to suspend deliveries of the goods pending payment without prejudice to any other remedy available to Albion Visual.

- d) In the case of payment plans, all terms of the plan are to be agreed by Albion Visual and confirmed in writing. Albion Visual shall require a 20% non-refundable deposit of the quoted amount to confirm a booking date, the deposit payment will be required a minimum of 5 business days prior to the desired booking date, otherwise the date shall be pushed back until this payment is received. The remainder of the payment is to be paid in pre-agreed monthly instalments over a maximum period of 6 months after the date of booking. Failure to pay within the relevant period for any instalment shall entitle Albion Visual to take legal action provided no other remedy is found by agreement of both parties.
- e) Albion Visual shall be entitled to charge simple interest on any part of the price not paid by its due date from that date until payment at the rate of 2% per month.
- f) The time hereinbefore mentioned for payment for goods is of the essence of this contract. No delay, for whatever case, in using products and no alleged defects shall entitle the customer to delay payment.
- g) In the case of wedding packages, Albion visual will require an upfront non-refundable deposit of 20% of the quoted amount to confirm a booking date. The payment of this deposit is required a minimum of 3 months prior to the booked date. A further non-refundable 20% deposit of the quoted amount will be required a minimum of 4 weeks prior to the booking date. A further 40% payment of the quoted amount will be required a minimum of 5 working days after the booking date. The final 20% payment of the original quoted amount plus any additional costs (i.e. extra prints, extra hours of coverage on the day, etc...) will be required on or immediately before delivery of the package.
- h) Changes to booking dates may be subject to an administrative fee. Any changes to booking dates where there is not an available photographer on the new date requested by the customer may result in cancellation of the services quoted and customer forfeiture of any deposit made up to that point.

## 6. CANCELLATIONS AND RESCHEDULES

No order given to Albion Visual can be cancelled without their consent in writing and it shall be an implied condition of such cancellation that the customer shall indemnify Albion Visual against all loss and expenses occasioned thereby. If Albion Visual cannot perform the contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the photographer's/videographer's illness or emergency, then Albion Visual (provided no alternate arrangements could be made) shall return any deposits or payments to the customer but shall have no further liability with respect to the contract.

If, in the opinion of the photographer/videographer, inclement weather or other adverse conditions prevent the carrying out of a contract to the artistic standards of Albion Visual, the photographer/videographer may elect to use an alternate location or to reschedule the booking.

Once agreed upon a final booking date, the customer may reschedule up to 5 working days prior to the date if required. After this a rebooking fee of 10% of the contracted price will be charged.

In the event of sickness prior to the booking, the customer agrees to inform Albion Visual no later than 24 hours prior to the start of the booking. The booking can be rescheduled to a new date, at the convenience of both parties, within a maximum 2-month period. Albion Visual reserves the right to reschedule outside of this time limit due to any existing commitments. If the customer fails to reschedule within the 2-month period, Albion Visual has the right to cancel the booking with all payments made non-refundable.

If in the event of the customer falling ill during the booking, Albion Visual reserves the right to reschedule the booking at the convenience of both parties, and the customer agrees to incur additional travel expenses upon rescheduling.

## 7. DELIVERY

The delivery period is quoted in good faith but is not guaranteed and is not to be binding on Albion Visual. When goods are carried and delivered by Albion Visual or any other carrier, the care, carriage and unloading thereof, whether by Albion Visual's servants or otherwise, shall be in all respects be at the customer's cost and risk, unless special arrangements have been made to the contrary in writing, and no compensation or damage will be paid by Albion Visual for loss, damage, delay accident or otherwise. The customer must notify Albion Visual within three days of any damages to goods caused in transit or any irregularity in the carriage or delivery of the goods and in the prosecution of any claim in respect thereof Albion Visual shall be the agent of the customer, who, before giving the carriers a receipt for the goods tendered, shall examine them, but if unable to do so, shall sign for the same unexamined.

Albion Visual shall not be held liable if photography/videography materials are damaged in processing, lost through camera or media malfunction, lost in transit, or otherwise lost or damaged without fault on the part of Albion Visual. If in the event Albion Visual fails to perform for any other reason, Albion Visual shall not be liable for any amount in excess of the retail value of the customer's order.

## 8. WARRANTY

- a) Albion Visual is a dealer in goods and services. Accordingly, Albion Visual shall use its best endeavours to pass to the customers the benefit of any manufacturer's warranty or guarantee given in respect of the goods.
- b) Save as aforesaid, and save in respect of death or personal injury, the provisions of Section 14 of the Sale of Goods Act 1979 (which relate to quality and fitness for purpose) are excluded and Albion Visual shall not be liable for any claim for direct, or indirect, consequential or incidental injury, loss or damage made by the customer against Albion Visual (whether in contract or in part including negligence on the part of Albion Visual, its servants or agents) arising out of or in connection with any defects in the goods.
- c) Without prejudice to the generality of the foregoing, nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from Section 13, 14 or 15 of the Sale of Goods Act 1979 as against the customer if (s)he

is dealing as a 'consumer' as defined by Section 12 of the Unfair Contract Terms Act 1977.

- d) Albion Visual's prices reflect the obligations undertaken Albion Visual and the exclusions set out in those conditions, if any of them is unacceptable to the customer, Albion Visual will re-negotiate such obligations, or exclusions, together with the price.

## 9. RISK

- a) The risk in respect of all goods shall pass to the customer as provided in the contract, or when they leave the company's premises, the property in the goods shall not pass to the customer except as provided in Condition 11.
- b) The customer shall inspect goods immediately on arrival thereof and shall give notice to Albion Visual of any matter by reason of which it may allege that the goods are not in accordance with the contract. The time limit for such notice shall be 10 business days following the receipt of goods by the customer or if related to the transport of the goods such period as will enable Albion Visual to comply with any time limit and procedure relating to acceptance of complaints or claims adopted by the carriers by whom the goods are transported. If the customer fails to give notice or report in accordance with this clause, the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for the same at the time specified above. Albion Visual shall be under no liability unless the customer complies with the provisions of this clause.
- c) No claim of any other kind whether as to goods delivered or for non-delivery of goods and whether or not based on negligence shall be greater in amount than the purchase of the goods in respect of which such claim is made. In no event shall Albion Visual be liable for special or consequential damages.

## 10. PROPERTY

- a) Notwithstanding the provisions of Condition 10, Albion Visual and the customer expressly agree that until Albion Visual has been paid in full for any goods, such goods shall remain the property of Albion Visual.
- b) So long as the property in the goods remains in Albion Visual, the company shall have the right, without prejudice, to the obligation or the customer to purchase the goods, to re-take possession of the goods and for the purpose to go upon any premises occupied by the customer.

## 11. GOODS IN TRUST

Goods held in storage or delayed in delivery at the customer's request shall be charged to the customer when available for despatch and no liability can be accepted for the goods so held in trust. Storage will be charged for goods held for more than one month.

## 12. SITE INSTALLATION

In the event of employees carrying out site installation, special terms and conditions will apply.

### 13. VALUE ADDED TAX

Albion Visual are not VAT registered, therefore no VAT payment is required on any products sold by the business.

### 14. ALTERATIONS TO CONDITIONS

No alterations to these conditions shall apply except with the express approval of Albion Visual in writing.

### 15. EXPORT

For all goods or services provided to an export customer, i.e. where we invoice a non-UK customer direct, special conditions will apply.

### 16. COOKIES

A cookie file containing an identifier that is sent by a web server to a web browser and stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies do not contain any information that personally identifies you but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

This website will store cookies in line with the privacy policy of our chosen provider. The privacy policy of our provider can be found here <https://www.wix.com/about/privacy>

### 17. CORRESPONDENCE

Please be aware, any correspondence with Albion Visual, or any of its servants or agents, may be recorded for training or monitoring purposes.

### 18. COPYRIGHT

It is understood that all images taken by Albion Visual shall remain in the sole property of the business until full payment has been made for the images. This includes rights of use and any printed materials.

Once payment is made in full, the full rights of the images shall remain with Albion Visual and the customer shall receive copies of these, as well as any other goods purchased, and permission to use these images, both digitally and as prints.

Digital images and videos purchased by the customer still remain the property of Albion Visual and may not be altered in any way, shape or form, including but not limited to; editing the overall style of the image; colour, contrast or exposure changes; cropping portions of the image and adding or deleting objects, persons or graphics.

Digital images and videos purchased by the customer may not be resold. Releasing photographs or videos online by vendors (i.e. Facebook, Instagram, blog, YouTube, or any other channels) are prohibited unless Albion Visual's name, Facebook page,

Instagram account, YouTube Channel and/or website is tagged or mentioned along with the image/video.

Where image prints identified as the intellectual property of Albion Visual are sold as prints, the sale and transfer of ownership refers to the printed material only and not the digital ownership rights. Albion Visual reserves the right to take legal action against any business or individual(s) who re-distribute, re-print or use images owned by Albion Visual in any printed or electronic media without explicit consent from the company partners.

## 19. MODEL RELEASE

The copyright of all photographs, videos and soundtracks is owned by Albion Visual.

## 20. IMAGE RETENTION

Albion Visual will retain all ordered edited images for 12 months from the invoice date after which the images and any backups will be deleted.

Albion Visual operates an active 'opt in' policy for the use of customers' images in marketing campaigns, this will be included in contractual agreements. If the customer consents to the use of images in this way, then image retention and use will be at the discretion of Albion Visual. In the event that a customer wants to then 'opt out' of having their images used this way, they should inform Albion Visual by email at [albionvisual@gmail.com](mailto:albionvisual@gmail.com) and we will delete all images from their booking once the contract is fulfilled.