

NEST PHOTOGRAPHY TERMS & CONDITIONS & PRIVACY POLICY CONTRACT AGREEMENT

COPYRIGHT

The intellectual property (IPR) and Copyright of all images will remain with that of Nest Photography, in accordance with the Copyright Designs & Patents Act 1988, and similar acts across the world. Images must not be copied or reproduced under any circumstances. This includes but is not limited to - Downloading digital copies, reprinting & scanning. Copies would not reflect the quality of the original which may damage the reputation of the photographer.

CAMERAS, MOBILE PHONE CAMERAS AND CAMCORDERS ARE NOT PERMITTED WITHIN THE STUDIO OR VIEWING LOUNGE

Infringing the above is an offence and may result in prosecution and the termination of any agreement between us and the client.

A licence to print is provided when purchasing digital files but the image(s) still remains the property of Nest Photography and cannot be used for commercial gain. The licence to print grants permission for the holder to print and reproduce the photographs for personal use only. Clients are granted permission to tag themselves in photographs shared on our facebook page <http://facebook.com/nestphotography.co.uk>

IMAGE USE

We reserve the right to display any photograph or to use any photograph for publicity and advertising purposes, or other. This includes but is not limited to – Website, Blog, Online portfolio, Social Media, brochures, magazines, flyers, leaflets, wall art, competitions/awards and societies.

SPECIAL REQUESTS

The client understands and accepts that the photographs captured will be as the photographer determines and that no one photograph will be deemed more important than another. Special requests are not a binding instruction, although every effort is made to comply with the client's wishes.

THE INCENTIVE

We occasionally use Haribo or Chocolate during your photo session as an incentive for the children - please let us know if you'd prefer us not to offer these to your children.

DEPOSITS & FEES PAID

A deposit paid is to hold time in our studio diary. Once this is paid it will only be refunded to you only once a session and a viewing appointment has taken place. Any complimentary products offered can only be claimed at a viewing appointment. A deposit is forfeited should you fail to attend any confirmed appointment for any reason although we may reschedule an appointment at our discretion

Any fee(s) paid is for time in our diary to create and produce photographs and is paid to cover our time only. Once a fee is paid and a booking is confirmed this is none refundable, although we may reschedule an appointment at our discretion

Although every effort will be made to produce a varied range of photographs, there is no guarantee and the amount of photographs produced will be at the discretion of the photographer. We may change your appointment and offer a rebooking at our discretion.

APPOINTMENT CANCELLATION POLICY

If you need to change your appointment, we ask that you give us at least 3 days notice by emailing us or we reserve the right to withdraw our services with no refunds offered. In exceptional circumstances such as someone becoming ill, please let us know as soon as possible and we'll reschedule your appointment at a convenient time. We reserve the right to cancel your appointment, and any future appointments, with no refund given should you not attend an appointment and fail to inform us beforehand.

ORDERS - PAYMENT & CANCELLATIONS

Our aim is to complete all orders within 6 weeks of full payment being received.

We accept most major debit and/or credit cards, payment plans & finance (subject to status)

Due to the custom nature, we're sorry but it's not possible to cancel an order once it is accepted.

An order is deemed accepted upon a deposit and/or full payment being received, or a finance agreement/payment plan is in place.

Should the finance application fail the credit check with our third party provider the agreement will default to a payment plan & you will receive your order when all payments have been made successfully.

BALANCE DUE & OUTSTANDING PAYMENT

We reserve the right to charge a £15 late payment fee when any payment becomes 7 days overdue where we have previously agreed a payment date showed on your invoice. A second £15 charge will be applied when the payment is 14 days overdue. £30 will be applied to your account if a balance remains outstanding after 30 days. We may also charge interest at 2% above the prevailing bank of England base rate on balances outstanding.

DELIVERY & COLLECTION

We endeavour to process all orders within 6 weeks. We do not provide an exact collection date before your order is ready. All orders will be received at the studio and we will contact you once by Phone, SMS or Email to arrange collection. All orders must be collected within 28 days.

Some orders can be delivered but there is a minimum charge of £25 to cover the administration of arranging the courier, and the actual courier cost. Please note - the studio is not always open and as such you must inform us before collecting your order. Please do not contact us until 6 weeks has lapsed since you placed your order. Should you require your order sooner, please inform us at the time of ordering, although we will never guarantee anything.

NEST BABY CLUB - if applicable to your booking

Please note the Nest Baby Club is classed as an offer. By joining the Nest Baby club you are entering into an agreement to attend 3 photography sessions and 3 viewing sessions - you must to attend all 6 appointments to be eligible for the Baby Club final product, if appointments are missed the offer will be cancelled, with no refund. Offer is limited to one per household in any 12 month period. In the event of twins they will be photographed together. Only one Individual portrait, or twins together, can be selected for display in the final product following your third session. Orders placed at a viewing session for additional images must be paid for before any future bookings or sessions can take place. If you fail to contact us to book your second and third session, and the interval between each photo session exceeds a period of 6 months, the offer will be cancelled, with no refund.

We reserve the right to cancel the offer, with no refunds if you fail to abide by these terms and conditions.

If the offer is cancelled you won't receive the final Baby club product and no refund will be given. We will use our discretion and decide on the number of images taken during each session. If you do not wish to purchase additional photographs, please let us know.

BABY OF THE MONTH - if applicable to your booking

Clients on selection of the preferred image for Baby of the month grant permission for Nest Photography to submit this image to Emma's Diary Baby of the Month competition. On entry to the competition Nest Photography and Baby of the Month Limited have the right to use that image in any relevant Media which may include, advertising, promotion, marketing, packaging or used on a website, including social media platforms to raise awareness of the competition. This chosen image may also be combined with other images, text and graphics, and cropped, altered or modified. No cash alternatives offered in conjunction with £100 Mothercare vouchers. The £5,000 prize is to be deposited into his/her Child Saving Account.

DIGITAL IMAGES

High resolution digital files are supplied on disk in jpeg format with sRGB colour profile assigned. As standard all images are sized 6000 pixels along the longest edge at 300ppi. Please contact us should you require a larger file. A licence to print is provided with all digital negatives. This grants permission for the holder to print and reproduce the photographs for personal use only, all commercial use is prohibited under this licence. Please note, we take no responsibility for the quality of materials produced from the digital files. We recommend using a professional photographic laboratory with calibrated paper and inks. Copyright will always remain with that of Nest Photography.

INSURANCE, SAFETY & RESPONSIBILITY

Nest Photography carries public liability insurance up to the value of £2million. The photo shoot can be physically demanding, and whilst every effort is made to secure your safety, all physical activity is undertaken at your own risk and all parents are ultimately responsible for their own children. If you're uncomfortable with any poses or positions you must make this known at the time. We take no liability for any injuries you or your children may sustain.

IMAGE REPRODUCTION

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye.

Due to the limitations of computer monitors it is understood that images may appear differently according to the colour settings of each individual monitors and that prints will not match images rendered on any particular monitor.

All images will be retouched using our professional judgment and when processing images we will endeavour to achieve a pleasing overall balance based on natural skin tones, realism and standard colour settings. All our prints are fully calibrated to achieve an optimum finished product. Due to the custom nature of photographs, retouching and printing, we can't guarantee any particular outcome, we reserve the right to have the final say on whether a product/print is deemed correct.

OFFERS AND COMPLIMENTARY PRINTS/PRODUCTS

We reserve the right to withdrawn any offer/gift at any time. Offers cannot be used in conjunction with each other and only one offer/discount may be used at any one time. New Clients only. Please note The Cherubs Club is classed as an offer.

FORCE MAJEURE

We shall not be liable for any failure or delay which results from any cause that is beyond our reasonable control. In all circumstances, all efforts will be made to fulfil requirements.

LIMITATION OF LIABILITY

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other 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 loss.

COMPETITION TERMS & CONDITIONS

1. Entry to the competition is restricted to one entry per person.
2. Winners will be chosen at random from all valid entries.
3. Competition closes on the last day of the calendar month
4. By entering the competition winners agree to participate in promotional activity and material as Nest Photography may require
5. Winners will be contacted via the contact details provided on the entry form on the website
6. Nest Photography's decision is final and no correspondence will be entered in to
7. No responsibility can be accepted for entries that are lost or delayed, or which are not received for any reason.
8. Prizes are not exchangeable for cash.
9. Our Privacy Policy should be referred to regarding use of Personal information
10. Nest Photography reserves the right to modify, cancel or suspend the competition in whole or in part, at its sole discretion.

Nest Photography Ltd. Privacy Policy

Here at Nest Photography Ltd we take your privacy seriously. Any information provided to us will only be used in accordance with this Statement. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data.

This privacy policy sets out how we use and protects any information that you give us when you use our website, make an enquiry or booking by telephone or visit us on our exhibition stand. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

When we use your personal data we are regulated under the General Data Protection Regulation (GDPR) which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal data for the purposes of the GDPR. Our use of your personal data is subject to your instructions, the GDPR, other relevant UK and EU legislation and our professional duty of confidentiality.

WHO WE ARE?

Nest Photography is the trading name of Nest Photography Limited (Registered Company no: 11330712), a privately owned UK company. The registered address of Nest Photography Limited is 192d Huddersfield Road, Mirfield, WF14 8AT

WHAT DATA DO WE COLLECT?

We collect the following personal information:

- Name, email, mobile number, Full address, details of those attending a session such as names and where children are under 16 their date of birth.
- Information to enable us to undertake a credit or financial checks on you if applying for finance.

DATA USE AND WHY WE COLLECT THIS INFORMATION.

This data is requested in order for us to provide you with an agreed service. Failure to provide this data may delay or prevent us from providing these services to you.

The data requested allows us to fulfil our contractual obligations along with fulfilling information requests.

By providing us with this information you agree to us contacting you regarding our contractual obligations such as appointment reminders, order reminders, order updates along with information and offers by email, post or by phone.

HOW DO WE COLLECT INFORMATION FROM YOU?

We will collect the personal information that you provide us with direct verbally and electronically. However, we may also collect information

- Directly from a 3rd party e.g Lifecycle Marketing/Emma's Diary, Bump2Baby/ClickGroup

- Via our website – We record your activity and preferences when visiting our website through use of cookies (see Cookies section below).

WHO HAS ACCESS TO YOUR INFORMATION?

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law.

We may have to share some information with third parties who are working on our behalf for example companies who are processing payments on our behalf or who provide us with software we utilise to store data. They are only provided with the information required in order to undertake their services to us and are not permitted to utilise any of this information to carry out their own marketing unless otherwise stated when providing your data.

HOW WE STORE YOUR DATA

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

HOW LONG WILL WE KEEP YOUR DATA FOR

We'll keep hold of your data during the period we provide our service to you plus six years from the end of the last company financial year they related to, in order to comply with UK company record keeping requirements.

YOUR RIGHTS TO YOUR PERSONAL DATA AND COMPLAINTS

You're entitled to know what personal information we hold about you and how that information is processed, which means you can ask us to do any of the following things free of charge:

- to access your data;
- to rectify any mistakes relating to your data;
- to erase your data;
- to stop processing your data;
- to receive an electronic copy of your data;
- to object to our processing of your data;
- to object to any automated decision making that we may do using your personal data; and
- (automatic) to receive a notification of any breach of your personal data.

Just let us know if you would like to exercise any of your rights by contacting us (see Contact section below) .

If you're unhappy with how any access request has been dealt with, you have the right to complain to the Information Commissioner by calling their helpline: 0303 123 1113 or by starting a live chat at <https://ico.org.uk/concerns/>.

LINKS TO OTHER WEBSITES

Our website contains links to other sites. Please be aware that we are not responsible for the content, information collection practices or privacy practices of the sites to which we link. This privacy statement applies solely to information collected by us – Nest Photography Ltd.

COOKIES

Our website uses cookies a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

WHY DO WE USE COOKIES?

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website experience, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

CONTACT

We welcome any queries or enquiries or requests in respect of this notice, you can contact us by sending us an email to hello@nestphotography.co.uk

Our company registration details are as follows:

Nest Photography Limited (company registration number: 11330712)

Registered office address: 192d Huddersfield Road, Mirfield, WF14 8AT

Nest Photography reserves the right to update and modify this Policy at any time. The revised policy will be made available under this page and in our studio reception so that you are always aware of the information we collect, how we intend to use it and under what circumstances we may wish to disclose this.

We encourage you to review our Privacy Policy periodically.

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