

TERMS & CONDITIONS OF BUSINESS

1) CLIENT CONFIDENTIALITY

The supplier, hereafter known as RedWhite Photography, will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the Photography, save as may be reasonably necessary to enable RedWhite Photography to carry out his/her obligations in relation to the commission.

2) INDEMNITY

RedWhite Photography shall only be responsible for obtaining any clearances in respect of third party copyright works, trade marks, designs or other intellectual property if this has been expressly agreed in writing before the shoot. In all other cases the Client shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

3) PAYMENT

Payment by the Client is expected for the studio bookings within 30 days of the issue of the relevant invoice. If the invoice is not paid in full within 30 days. RedWhite Photography reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made. RedWhite Photography also reserves the right to change pricing without notification.

4) DEPOSIT

RedWhite Photography reserves the right to charge a refundable deposit on either the total value of equipment hired, or part thereof. Deposits will be required for new clients, thereafter the first hire they may wish to be placed on an a 30 day account.

5) DAMAGES

Any loss, damage or need for reparation incurred to the fittings and decoration of the studio itself or such damage to any equipment owned or hired in are all fully liable to the hirer and RedWhite Photography reserves the right to charge in full for compensate for any such occurrence.

6) CANCELLATION & POSTPONEMENT

If a confirmed shoot is cancelled or postponed RedWhite Photography reserves the right to charge a cancellation fee at the following rates together with all incurred expenses: On shoots of two days duration or less, cancellation within 2 days notice = 50% of fees + expenses. Less than 1 days notice = 100% fees + any incurred expenses. 'Fee' means RedWhite Photography fees as they appear on the estimate. 'Days' mean working days. 'Shoot Duration' includes all shoot. 'The Shoot' is defined as the number of confirmed days whether the job is undertaken as a whole or in separate parts. 'Expenses' include any and all costs incurred by the RedWhite Photography pursuant to the Client's brief.

7) THIRD PARTY TERMS

Bookings of third party suppliers, including models, are subject to such terms and conditions as these parties may impose and are available on request. Model fees estimated cover modeling time only and not usage unless otherwise stated on the estimate. Items created specifically for the shoot shall remain the property of the originator unless agreed otherwise.

8) APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales and subject to the exclusive jurisdiction of the English Courts.

9) VARIATION

These Terms and Conditions shall not be varied except by agreement in writing signed by both parties.

10) ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangements not expressly set forth in this agreement save for any representation made fraudulently.

11) PERSONAL INFORMATION

We take every precaution to protect your information. To this end all personal information used by us is only for the duration of the payment procedure. We cannot guarantee the security of data you disclose online and you accept that the Internet is not completely secure and agree that we shall not liable for unauthorized use, distribution or destruction of your personal information. Personal Information The details which you provide about yourself and any information which identifies you (such as your name, address, email address) ("personal information") will be collected by us when you register to use the site, when you submit such information directly by filling in an online form, and when you browse, where cookies may be used. Use of Personal and financial Information Your information will be held on our system and used only for setting up and managing your account for the duration of the payment process only. We do not keep your financial information on any of our computers or servers once the payment procedure has completed.

12) GOVERNING LAW

This privacy policy forms part of our Website Terms. Any dispute or claim arising out of this policy and the use of your personal information will be governed by English law and the courts of England and Wales have exclusive jurisdiction to resolve any such dispute or claim.