

WEBSITE TERMS AND CONDITIONS OF SALE

Copyright, Designs & Patents Act 1988

The 1988 copyright act assigns full copyright to Lew's Photography. Reproduction or copying of any print, digital files or other published material, either in whole or in part, by any persons or means without a necessary licence to do so, is strictly prohibited under the terms of the act. In the event of unauthorised reproduction, the client shall pay by way of liquidated damages to Lew's Photography and an unauthorised use fee of £100.00 per image. The right to reproduce a picture granted by Lew's Photography is personal to the client and may not be assigned to any third party without written permission from Lew's Photography. Third party licences can be obtained from Lew's Photography. Lew's Photography retains the right to display material in any media (printed press, television, digital, internet and marketing strategies) for the promotion of Lew's Photography.

The client may not alter, add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with, another picture without written permission from Lew's Photography.

Personal Use: You may use digital images that have been purchased for personal websites such as Facebook, Twitter, Instagram & Pinterest. You may use the purchased digital images to sell your horse in magazines and websites. Any other use, such as in magazine articles, publications or society newsletters you or the publication need to purchase digital images and a commercial use licence from Lew's Photography.

Photos

We have thousands of photos of you all. We never attached names to the photos in our galleries unless it was a commissioned shoot in which case there may be names, however these galleries are password protected and not open for general viewing, but by the fact you have commissioned us you have given consent.

Payments

We will only process orders full payment has been received. Orders paid for by e-cheque via PayPal won't be processed until the funds have cleared in our PayPal account. This can take up to 6 working days.

Delivery

We aim to deliver your print or digital images within 10 working days (Monday – Friday), however due to our workload, holiday entitlement and unusual circumstances prints may take 25 days to be delivered. We will try and process your order within 5 working days where possible. If you have any special requirements, please don't hesitate to contact us.

Packaging

Prints produced on the day will be sold mounted and bagged in a clear polyethene bag and sealed. If we were to run out of mounts or bags the print would be sold as a single item. For webshop, telephone and email orders, prints and mounted prints will be packed in a hard backed envelope.

Returns Policy Prints / Mounted Prints

We generally produce 8x6' 8x10' and 8x12' prints in house. Larger prints and Canvas prints are produced by a professional print lab, these may be sent directly from the lab without being inspected by Lew's Photography. We will endeavour to ensure that all print products meet our quality standards.

Refund Policy Prints / Mounted Prints

Refunds will only be made with the consent of Lew's Photography on the grounds of print quality issues. We retain the right to offer you a replacement print rather than give you a refund, please refer to our Image Quality Guidelines. We will not refund based on style or composition.

Returns Policy Digital Downloads / Emailed JPEGS

We will not accept returns or allow refunds for Digital Downloads / Emailed JPEGS. It's up to you to make sure you choose the correct image(s) before completing the purchase.

Quality Policy

- **Image Colour** – We will endeavour to make the print colour look natural i.e. White looks white even under orange lighting. However, under some circumstances exact colour matching is not possible.
- **Grain / Noise in Prints** – Due to the extreme nature of indoor sports photography we have need to use a high ISO setting. This allows us to use a higher shutter speed to capture the action, a side affect of this is that the images and prints may have a noticeable amount of grain / noise in them.
- **Blurred Images** – Due to the fast pace of sporting events and the number of images taken at an event means that not all images can be checked individually. If we receive a print order with excessive blur we will notify you for your consent to print, if we feel some blur is present but will not ruin the overall print we will proceed to print your order.
- **Prints Differ from webshop to Viewing Station Images**
Online and viewing station images are sized at a ratio of 3:2. Images may need to be resized to accommodate different print sizes i.e. and 8x12' print would require width of background than an 8x10' print of the same image.

Lost / Missing Orders

All UK orders are sent via Royal Mail 1st Class post, if Royal Mail fails to deliver your order then you should follow their lost letter procedure.

- Check with your local sorting office
- Check with your neighbours
- Letters are considered to be lost 15 working days after the dispatch date
- If the order is truly lost we will claim back the value of your order on your behalf, we will reprint and resend your order. This will not happen until Royal Mail have investigated the claim.
- Replacement Order – if you would like the order replacing prior to the claim we require 50% of the order value paying for the reprints and postage. This would be refunded to you once we have had the claim refunded from Royal Mail.

Returned Items

All orders returned to us from Royal Mail because they could not deliver, or they are not collected from the sorting office will incur a £5.50 handling charge.

Webshop / Viewing Station Images

Images taken at events are generally taken straight from the camera with out and editing / post processing. This means images may be too light or dark, require cropping from optimal composition etc. if you have any post processing requirements i.e. cropping or black and white please notify us before you place your order by email orders@lewsphotography.co.uk or contacting us on 01472 472006. Any changed to a print that has already been produced will be charged as an additional print.

Commercial Publication

We do not allow scanned images to be published under any circumstances, any image required for commercial use must be purchased as a digital image and a licence granting it for commercial use. All images must be credited "Photograph by Lew's Photography". We will not supply images for free nor trade images for advertising space. We do not know names of competitors or their horse.

Any scanned image(s) or Digital JPEGs found to have been published without our permission and a valid commercial use licence from us is in breach of © Copyright Laws and will be prosecuted.

Storage of Images

We don't have a contract with any individual or event organiser to store any of the images taken at events unless specifically agreed by both parties in writing prior to the event. In the case of loss, we do not accept any liability for loss or damage.

Force Majeure

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

Limitation of Liability

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

Data Protection

Lew's Photography does not store any financial information on our website or customer database. Any information that is held is strictly confidential, we only pass on your address details to allow printing labs to post your orders. Any other details we hold will not be made available to any other agency or organisation outside of Lew's Photography.

Creative Licence

Lew's Photography shall be granted free creative licence in relation to locations, poses used and judgement on photographic style and the number of photographs taken.

Due to changes in the weather, available lighting conditions, availability and willingness of subjects, we will always endeavour to honour requested photographs, but we do not guarantee to shoot any specific picture nor use any specific background, location or group arrangement.

Complaints

The Client shall notify Lew's Photography in writing within 21 days if they have a complaint regarding an issue which would be obvious within the 21-day period or otherwise as soon as possible after the issue giving rise to the complaint has become apparent setting out the nature of the complaint in sufficient details as to make it clear to Lew's Photography the nature and reason for the complaint.

