

For Your Eyes Only Portraits General Terms & Conditions

FYEO Portraits is a family run business.

For simplicity throughout these Terms and Conditions, 'we' and 'us' means FYEO Portraits and its brands. 'You' and 'your group' means you and your party members or anyone for whom you are making a booking.

Your safety whilst attending an experience day at FYEO Portraits is of the utmost importance and you will be provided with appropriate safety instructions on the day.

Due to the nature of our photoshoots, they can be physically demanding and the potential for minor injury exists. Therefore, if you have any concerns, we recommend you seek advice from your doctor (prior to attending an experience day) or speak to a member of the FYEO Portraits booking team, who would be happy to assist.

Booking Process

To book a date for your photoshoot, please contact Alexandra: hello@alexandravince.com or telephone 07826 151410.

Our studio hours are Monday - Friday, 10am - 5pm. Saturdays, by appointment only and subject to a surcharge.

Booking Confirmation

Once your booking has been confirmed, you will receive confirmation of your photoshoot date and time.

**** Cancellation After A Diary Date Has Been Made For Your Photoshoot.**

Once a booking has been made in the FYEO Portraits studio diary your booking prevents others from booking that date and is therefore subject to a recognised cancellation policy for leisure activities booked for a specific date, which is in line with Regulation 28(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

This means that, once the booking is in place in our studio diary, your right to cancel ends.

**** Moving Your Appointment After A Diary Date has Been Made For Your Photoshoot**

Booking can be amended and re-booked within the expiry date of the voucher.

**** Cancellation Before a Diary Date Has Been Made For Your Photoshoot**

No refund after 14 days of purchase.

Please make sure you understand these rules regarding the changing or cancellation of a booking at short notice as a refund or booking amendment cannot be offered in the circumstances outlined above.

Our policy complies with regulations and guidelines as laid down by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. We welcome any inspection of our processes in this regard. Payment All our website financial transactions are handled through our payment services provider, Stripe.

Vouchers are valid for a full 24 months from the date of purchase and must be used during this period.

After the expiry date the voucher cannot be used unless an extension period has been agreed with us in writing and the appropriate extension fee has been paid.

Whilst all our photoshoot packages are as safe as they can be it **MUST** be understood that all safety instructions, directions, warnings and all other instructions must be followed at all times during your time at the studio. You must listen carefully to all safety instructions and ensure you are wearing any safety equipment or clothing properly. If in any doubt you must seek further guidance and help from the team immediately.

You must not attempt to go beyond your capabilities or engage in risky or daring behaviour other than what is involved in the activity itself.

It is a given that you undertake the activity with the full understanding of the risks involved and accept responsibility for your own safety, together with that of any minors for whom you have responsibility.

You will be required to sign a disclaimer before taking part in any of our activities to say you are mentally and medically fit and well. If you are in any doubt about the suitability of the activity for you, you must check with your GP prior to making any booking. If you refuse to sign a disclaimer at the venue you will not be able to take part and such an action will be treated as a cancellation.

Limitation of Liability We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

References to liability in this section include every kind of liability arising under or in connection with these Terms and Conditions, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

Nothing in this section shall limit your payment obligations under these Terms and Conditions. Our total liability to you shall not exceed our insurance cover, as set out below: i) £1,000,000 in relation to any one incident, concerning Public Liability; and ii) £1,000,000 in total for any one period of insurance (i.e. one year) in relation to Product Liability.

Please note this liability cap does not apply to acts of negligence, fraud, deliberate default or any other liability which cannot be excluded by law. Disclaimers We shall also not be held liable for any personal items which are lost or stolen whilst on our site. If we subsequently locate a lost item, it will be your responsibility to either collect the item, pay postage costs or arrange for collection via a courier.

Statutory Rights

Your statutory rights are not affected. Governing Law and Jurisdiction These Terms and Conditions, their subject matter and their formation, are governed by English law You and FYEO Portraits both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England

and Wales.

Force Major

FYEO Portraits will not be liable for any delay or failure to carry out any of its rights, duties and responsibilities under these Terms and Conditions if the delay or failure is caused by circumstances outside of the control of FYEO Portraits including, but not limited to acts of god, war, civil disorder or industrial dispute.

Variation These Terms and Conditions may change from time to time and the most current version, at the time of your purchase, shall apply. **Third Party Rights** Unless it expressly states otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

Sever-ability All of the provisions, clauses and paragraphs in these Terms and Conditions should be read and construed independently of each other. If any provision, clause or paragraph in these Terms and Conditions is held to be invalid or unenforceable, such provision, clause or paragraph will be struck out and the remaining provisions, clauses and paragraphs will remain in force. **Waiver** Failure by FYEO Portraits to enforce any of its rights under these Terms and Conditions is not to be regarded as a waiver of those rights, unless the waiver is confirmed in writing. If FYEO Portraits decides to waive any of its rights under these Terms and Conditions, this will not inhibit FYEO Portraits from enforcing those rights at any or all times in the future. **Entire Agreement** All vouchers purchased and bookings made will be subject to these Terms and Conditions without exception.

All customers will have deemed to have made themselves aware of these Terms and Conditions and will have accepted them in their entirety and without exception as part of their booking with

us.

These Terms and Conditions constitute the entire agreement between you and FYEO Portraits and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings made, whether written or oral, relating to its subject matter.

Data Protection All personal and sensitive data that we receive will be kept and dealt with according to the Data Protection Act 2018 and the UK General Data Protection Regulation. Further details of how we collect, use and manage your personal data can be found in our Privacy Policy and Cookie Policy <https://www.fyeoboudoirphotography.com/privacy-policy/>