

For Your Eyes Only Portraits

Terms and Conditions

For Your Eyes Only Portraits General Terms & Conditions FYEO Portraits is the trading name of Excel Studios Ltd and is 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 equipment and instructions on the day.

Due to the nature of our experience day packages, 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. Email – hello@fyeo.me.uk.

Booking Process

To book your voucher, please visit our online calendar. Please note, a £1.50 booking fee applies when a voucher is redeemed. Bookings placed using a voucher are provisional and are only confirmed once accepted by us, which will be indicated to you when you receive an email from us confirming the voucher is 'active'. If you need assistance in booking, please email our booking team hello@fyeo.me.uk or telephone 07826 151410.

Our office hours are Monday - Friday, 10am - 5pm.

Booking Confirmation

Once your booking has been confirmed, you will receive confirmation of your booked event, your receipt and update reminders of your booking. Your confirmation will provide full details of the event and any other specific information. If you do not receive these details, contact us immediately. If you fail to do this and subsequently cannot find the venue you must accept full responsibility. We can be contacted by phone, Monday - Friday between the hours of 9am – 5pm on 07826 151410. Alternatively, you can email our booking team hello@fyeo.me.uk. Please have full details of your booked event to hand.

Cancellation

We require a minimum of 14 days cancellation notice prior to your scheduled arrival date. In the event of cancellation or booking amendments made less than 14 days before the event (due to reasons including, but not limited to, medical conditions, family bereavements and family/work commitments,) or failure to attend the event, you will forfeit your booking. Unfortunately, no exceptions can be made. In such circumstances, FYEO Portraits shall be entitled to retain full payment and shall charge an appropriate fixed cancellation fee (as outlined in the table below), which is reflective of the direct losses we would incur by losing the booking.

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.

Once a booking has been made in the FYEO Portraits studio diary

Your booking usually prevents others from booking at a specific time on a specific 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, your right to cancel ends.

Please find below a summary of our policy:

Cancelling less than 6 weeks prior to arrival date means no refund will be issued.

More than 14 days prior to arrival date: Booking can be amended and re-booked within the expiry date of the voucher.

Re-bookings can be made 7 days a week.

14 days or less prior to arrival date: No refund is issued and the appropriate fixed cancellation fee will be charged. If you wish to re-book when providing less than 14 days' notice prior to arrival, then such re-booking must be made on a weekday (Monday – Friday), excluding bank holidays, in order to avoid peak times when availability is limited. Our accepted date of cancellation is when your written cancellation is acknowledged in writing by us. Email hello@fyeo.me.uk.

The 14 day rule includes weekends and bank holidays. Any reduction in numbers must also be in writing and acknowledged in writing by us to be considered valid. Any changes in participant numbers are subject to the same

cancellation charges as stated above. Verbal changes and cancellations are not accepted in any circumstances.

These restrictions form an important part of your contract with us and we do hope you agree that they are fair and reasonable. They are imposed simply because we cannot expect to replace a cancelled booking in less than 14 days. 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. You can review Stripe's privacy policy at <https://stripe.com/gb/privacy>. We will share information with Stripe only to the extent necessary for the purposes of processing payments you make via our website and dealing with complaints and queries relating to such payments.

To receive a full refund: • It must be less than 28 days since you purchased your voucher. • You must have proof of purchase, such as your receipt, e-receipt, delivery note, or your order confirmation email.

- If you have a voucher, the date must not have been booked yet.
- Provide a reason for your refund. If there is not a valid reason for a refund, an admin/transaction charge will be applied.
- If your booking has been made after the 28 days of purchase and you wish to down grade to an alternative package, the outstanding amount is none refundable. If you don't have proof of purchase, we cannot offer you a refund. Vouchers are valid for a full 18 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.

Vouchers & Coupons All vouchers and coupons are valid for 18 months from the date of purchase and must be used within this period.

Bookings can be made up to 5 days a week, except re-bookings which relate to cancellations made 14 days or less prior to the arrival date, which must be made on a weekday (Monday – Friday), excluding bank holidays, in order to avoid peak times when availability is limited. After the expiry date the voucher cannot be used unless an extension period has been agreed with us in writing. If you wish to extend the voucher, an extension fee of £25.00 per month, per person, per package will apply from the expiry date. Please note, if a booking is made near the expiry date of the voucher and cancelled within 14 days prior to the arrival date, the cancellation fee will apply and an extension fee will be incurred (if you wish to extend the expiry date of the voucher).

Exclusion From FYEO Portraits

The FYEO team have the right, at all times, to refuse participants access to the studio at any stage of the booking and remove them from their venue, if in their opinion, the participants : are under the permitted age of 18; are unfit to take part in the activity because of physical or mental impairment; are under the influence of alcohol or drugs; have arrived too late to take part in the pre-activity briefing; consider them to be a danger to themselves, other participants or members of staff; or are displaying aggressive and abusive behaviour (verbal or physical). If any of the occurrences listed above apply, the booking will be deemed to have been cancelled and cancellation charges will apply. There are no exceptions.

Personal Safety At FYEO Portraits

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 not be held liable for any use to which the ironworks are put once such materials leave our site. 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 Majeure 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. **Severability** 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/>