

## T&C's

### 1. COPYRIGHT

Kerto Studio retains all copyright to all printed and digital media. Unless otherwise agreement in writing, by commissioning Kerto Studio, you may only use purchased media for the following purposes:

- Sharing media versions online on social media platforms
- Privately displaying printed media purchased from Kerto Studio.

You are prohibited from:

- Distributing, re-distributing, repurposing, or reproducing in part or full, any elements of images and/or media provided to you by Kerto Studio by any means or media whatsoever.
- Removing Kerto Studio copyright, signature or any other mark identifying the author of the images and/or media as Kerto Studio.
- Using the images and/or media (in whole or in part) for the promotion of any business or commercial activity.

### 2. PAYMENT

The payment for the session is due in full upon booking unless stated otherwise in writing. The redemption of a Kerto Studio gift voucher to the value of the session price is a valid form of payment for a session. You are reserving Kerto Studio for your preferred date & Kerto Studio will refuse all further booking requests for that day.

Additional product payments are due at point of order & prior to production of the final media and images, including any additional delivery fees.

### 3. CANCELLATION and POSTPONEMENT

In case Kerto Studio needs to cancel or postpone a session due to adverse weather or any other reason, Kerto will offer an alternative date in keeping with your booking e.g., weekend or weekday at no additional cost. If the alternative date is unsuitable, Kerto will offer a Credit Voucher to the value of your session valid for 3 months. Subsequent cancellations by you invalidate this offer & your session payment is retained.

As an advance booking business, unless explicitly agreed in writing by Kerto Studio, cancellations and postponements made by you are non-refundable if made within 7 days of the previously agreed session dates.

#### 4. CESSATION

Kerto Studio reserves the right to terminate a session at any point for reasons that include, but are not limited to:

- Misbehaviour during the photo session of any participant.
- Refusal to follow the instructions of Kerto Studio during the session.
- Actions of any participant in the session that are perceived to present a risk of injury.

Where a session is terminated, Kerto Studio will offer one alternative photo session subject to availability. You will be liable for all travel expenses arising from the alternative session.

#### 5. FORCE MAJEURE

Where an event beyond the control of any party, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable & includes, without limitation 'acts of God', storms, floods, fires, venue unavailability for any reason, failure of energy sources, national or international disaster, calamity, government imposed sanction or restriction - Kerto Studio will reschedule an alternative date to suit both parties.

#### 6. ARTISTIC LICENSE

Whilst every effort is made to comply with your preferences regarding subject poses and creative ideas, you grant Kerto Studio reasonable artistic license to enable the delivery of artworks at a consistent, high standard.

#### 7. SESSION LOCATION

On-location sessions take place at a mutually agreed location. All sessions include up to 15 miles free travel from RG41 (Wokingham). Additional mileage is charged at £0.60 per mile. For travel more than 100 miles from Wokingham, overnight accommodation maybe be required and the expenses for this will be agreed in advance.

Kerto Studio reserves the right to decline the invitation to work at any location which puts anybody's life, handlers, subjects, or equipment at adverse risk.

#### 8. REFUND POLICY

In the event of proven technical error Kerto Studio offers a no-fee re-shoot in keeping with your previous booking. Alternatively, if you prefer, a full refund is offered to the extent of fees incurred so far. In the rare event of any purchased product(s) being received in a sub-standard condition, Kerto Studio offers free reproduction of said product(s).

#### 9. VIEWING YOUR IMAGES

After your photo session, a selection of the best images from your session are used to create your viewing gallery. You will visit Kerto Studio for viewing and ordering your images from the gallery, no online gallery is supplied with unpurchased images prior to your viewing and ordering session.

#### 10. EDITING (STANDARD)

The chosen images are edited to the background which was used during the photo session as standard and included in the price of the media and/or images. Please advise prior to your session of alternative background preference, this may incur additional editing fees. Standard editing includes removal of any unwanted locational elements, lead ropes, dog leads, temporary blemishes or enhancing of natural features. Digital removal of personal headcollars or dog collars is not included, where needed, specialist halters & collars are provided for session use.

## 11. EDITING (CREATIVE)

Bespoke edits such as alternative backgrounds, multi-subject composites and complete digital creations take considerably longer to create. If you require such a service, Kerto Studio can provide and individual quotation for these. All such fees are payable in full prior to commencing work.

## 12. TURNAROUND

Turnaround of your images will vary depending on what you are ordering. Please allow extra time during summer months & holiday seasons (such as Christmas). Whilst every effort is made to deliver quickly, Kerto Studio usual turnaround of printed products is 4-6 weeks, depending on the time of year.

## 13. STORAGE

Kerto Studio does not store unpurchased image files indefinitely and unedited files are retained for 12 months as standard.

Purchased printed artworks will be stored at no-cost for 21 days after they have been received and inspected by Kerto Studio. All orders shall remain the property of the Studio until full payment has been made. Orders cannot be released for collection unless paid for in full. Should you fail to pay and collect any order within twenty one (21) days of notification of completion, the order shall be in default and the Studio shall charge a default charge of 1.5% per month (18% annual rate) on the unpaid balance (minimum monthly charge of £5.00). In addition, you acknowledge that no future orders will be processed until the Order is paid in full.

## 14. LIABILITY

Kerto Studio carries Public Liability Insurance. While every reasonable action is taken to ensure sessions are undertaken with the utmost safety for all parties, owners agree to accept liability should subject behaviour result in injury or damage to any party, location or venue & are responsible for any reasonable associated costs.

## 15. PRIVACY

Kerto Studio respect owners' rights to request images not to be made public. Kerto Studio does not use images of owners or minors without express permission, with the latter being from the current legal guardian. Requests to access photographs from any additional party are denied without express written permission from you.

## 16. DISCLAIMER

Having read the information provided & proceeding with your commission you agree to the terms, conditions & copyright restrictions set out. Please note this website & all content - including fees, products, terms, conditions, or copyright restrictions are subject to change without prior warning.

## 17. BUSINESS ADDRESS

Kerto Studio transacts business from the following address in UK:

Kerto Studio,  
356 Reading Road,  
Winnersh,  
Wokingham,  
Berks.  
RG41 5EJ.