

# Terms and Conditions

Beth Petrie Creative (herein referred to as “us”, “our” or “we”, “the website” or “Beth Petrie Creative”).

Before using Beth Petrie Creative’s services, please read our terms and conditions carefully. In the case of any doubt, please contact us for further information. This will constitute a binding agreement between you and Beth Petrie Creative. Your access to and use of the Service are expressly conditioned on your compliance with these terms and conditions. Note that any violation of these terms and conditions may result in termination of our services to you.

We reserve the right to change these terms and conditions without prior notice. By continuing to access or use services after Beth Petrie Creative makes any changes, you agree to be bound by any such revised terms and conditions.

If you disagree with any part of these terms and conditions, please do not use our Services.

## **1. OUR SERVICES**

Beth Petrie Creative provides photo retouching services to companies and private customers. We accept orders placed directly by email at [hello@bethpetriecreative.co.uk](mailto:hello@bethpetriecreative.co.uk)

Packages include: colour correction, cropping and resizing, natural skin retouching, object removal, background removal/enhancement, eye and teeth whitening, perspective adjustments, exposure and light correction. Please contact us for a quote.

We are based in Rugby, United Kingdom. We are unable to offer phone support or accept phone orders.

Our hours of operation: Mon – Thur 9 am to 4 pm & Fri – 9am to 3pm (GMT).

If you submitted your images and instructions, we will process your order and deliver the finished image/images to you by email or WeTransfer as agreed at time of order.

**Payment must be made by invoice due date.**

Images may not be published until final payment is made, unless a previously written arrangement was made.

## **2. YOUR SUBMISSIONS**

By submitting your images, you grant Beth Petrie Creative a non-exclusive, royalty-free license to use, transmit, modify, copy, display and edit any digital files or images received through use of the website for the purposes of completing your order

You agree that you understand copyright and trademark laws and that all images and communications submitted to Beth Petrie Creative do not violate any laws.

By using our services, you agree that you will NOT upload, place or transmit any of the following materials or obtain any of the following materials using our Services:

- Any content that unlawful, pornographic, abusive, inappropriate, threatening, promoting racism, or harm against any individual or a group.
- Any materials containing software viruses or computer codes, programs, or files, destroying, interrupting, or limiting the functionality of any computer equipment and software/hardware.
- Content that could infringe copyrights, rights of privacy, or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material.

### **3. PUBLIC INFORMATION**

Your images and material submitted to our email and edited images are not accessible to the public unless you share them with your networks.

Our written communication is intended only for the use of the individual or entity to which it is addressed and contains information that is confidential and exempt from disclosure under applicable law. Any disclosure, distribution, copying, or use of the information is prohibited.

We respect your privacy and never outsource your projects.

However, you should know that images and information submitted through email or a contact form may be read or intercepted by third parties. You confirm that if such interceptions occur, Beth Petrie Creative is not liable in any manner under all applicable laws and jurisdictions.

The website contains images and material owned by/licensed to Beth Petrie Creative and protected by worldwide copyright and other proprietary laws. Reproduction, duplicating, and using of images and material with any commercial purposes is prohibited without a reference unless permission has been granted by Beth Petrie Creative.

We may use other authors' images for illustrative purposes only. Original images are the copyrighted property of their respective owners.

We may publish your review/feedback/testimonial on our website and/or social media. For private customers – we will only publish your first name and initials country/city unless you specify your full name/location in your review. You agree that we may publish edited/partial versions of the review, however, we will not edit a review in such a way as to create a misleading impression of your feedback.

### **4. DATA STORAGE**

You agree that Beth Petrie Creative does not provide data storage services and has no responsibility or liability for the deletion of your upload after the service is delivered within 7 days.

## **5. PRICING AND PAYMENT**

### **Hourly Rate (Flexibility Option)**

The Client agrees to pay the Service Provider at a rate of £50 per hour for retouching services. Timescale agreed between Client and service Beth Petrie Creative. (subject to change)

### **Project-Based Rate (Comprehensive Package)**

The Client agrees to pay a total project fee of £1000 for the retouching of 20 images or £2400 for 50 images.

Quote/turnaround time is valid for 10 business days from the date of quotation unless otherwise stated. The price/turnaround estimate is valid only according to the instructions provided.

### **Retainer Model (Ongoing Collaboration)**

The Client agrees to a monthly retainer of £500 for 12 hours of retouching.

- Unused hours do not roll over to the next month.
- Additional hours or images beyond the agreed amount will be billed at £50 per hour.
- The retainer can be terminated by either party with 30 days' notice.

If you need to make any changes to your order or split a payment you must contact us before making a payment, so we could amend an invoice.

Any alterations to instructions may require an estimate to be reviewed and revised. Our written communication is a legally binding agreement between you and Beth Petrie Creative, so we want to make sure both parties are clear about what has been agreed.

You are required to make a full payment when the invoice states the due date of payment.

We accept payment by BACS only in GBP (£).

For bank transfer, we require your company's name, address, business ID; VAT number before you place an order.

## **6. REJECTIONS**

We reserve the right to reject any digital images that we believe to be inappropriate or illegal in nature. In such an event, we will refund the full amount paid by the client. We also reserve the right to reject any images that we believe cannot be retouched to the customer's satisfaction.

## **7. CANCELLING SERVICES**

Beth Petrie Creative reserves the right to cancel the services/the order or to terminate business with you or to suspend using the website at any time and without recourse to the courts.

Either party may terminate this Agreement with 5 days' written notice. If terminated by the Client, any work completed up to the point of termination will be paid in full.

## **8. PHOTO REPLACEMENT**

Beth Petrie Creative does not accept photo replacement after a price quote has been given. If you sent us the wrong photo(s) or instructions, you are not allowed to ask us to edit another photo for free as a replacement. You agree that you are responsible for the consequences of sending us incorrect files/instructions.

## **9. REVISION POLICY**

We provide flexibility; therefore, you will have a chance to give us continual feedback on the quality of work. If you are not satisfied with our work, we offer 3 rounds of revisions within 15 days of delivery. We will do our best to give you the best results possible, but we have a NO REFUND policy as the cost is time-based.

If you do not take any actions within 15 days, your order will be automatically closed and cannot be re-opened. You will need to place a new order for retouching or revising the same photos.

Revision instructions should not conflict with or deviate from the original instructions filled out when the order was placed.

Minor changes can usually be made and given to you for review/approval within 2 – 3 business days. If the changes are more complex, the turnaround time will take up to 7-12 business days.

Take a note that unless otherwise agreed after 3 rounds of revisions any additional revisions will be billed at the per hour rate. Beth Petrie Creative makes no warranty that the services will meet all your expectations.

## **10. CONFIDENTIALITY NOTICE**

The contents of Beth Petrie Creative's emails and any files transmitted with them are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please note that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited and legally protected from disclosure.

## **11. LANGUAGE OF THE TERMS AND CONDITIONS**

The parties have agreed that the Terms and Conditions and related documents shall be written in English.

If you have any questions relating to this document, please contact us by email.