

REFUND AND RESCHEDULING POLICY

(2026 updated)

 **JOYALTY LTD**

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1. Introduction

Effective as of July 2026

This Refund and Rescheduling Policy (hereinafter referred to as the "Policy") is incorporated by reference into, and forms an integral and binding part of, the Photography Services Agreement (the "Agreement") entered into between Joyalty Photography, a sole proprietorship / limited liability company duly registered under the laws of the Republic of Kenya with registration number 01xxxxxx and principal place of business at Shanzu, Mombasa (hereinafter collectively referred to as the "Photographer", "we", "us" or "our"), and the Client (as defined below).

By confirming any Booking (as defined below) through the Photographer's website, email, contract, or any other means, the Client expressly acknowledges, understands, and agrees to be bound by the terms of this Policy in their entirety. This Policy is drafted in accordance with the principles of Kenyan contract law, the Consumer Protection Act, 2012, and common-law principles of offer, acceptance, consideration, and mitigation of loss.

2. Definitions

For the purposes of this Policy and the Agreement, the following terms shall have the meanings ascribed to them:

- **"Booking"** – the confirmed reservation of photography Services for a specific Event, evidenced by payment of the Deposit and/or execution of the Agreement.
- **"Client"** – the individual or entity who enters into the Agreement and books the Services.
- **"Deposit"** – the initial non-refundable or partially refundable sum paid upon Booking, as specified in the Agreement (typically 30–50 % of the Total Fees).

- **"Event"** – the photography session, wedding, corporate function, portrait shoot, or any other occasion for which the Services are contracted.
- **"Event Date"** – the date and time specified in the Agreement for performance of the Services.
- **"Force Majeure"** – any event or circumstance beyond the reasonable control of the Photographer, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lock-outs, government orders, pandemics, epidemics, extreme weather, fire, flood, or failure of third-party suppliers.
- **"Planning Stage"** – the extent of preparatory work undertaken by the Photographer, determined solely and conclusively by the Photographer in their reasonable discretion, including but not limited to: initial consultation, location scouting, mood-board creation, equipment procurement and testing, assistant coordination, travel/logistics arrangements, vendor liaison, pre-shoot editing workflow setup, or any other time or cost incurred.
- **"Services"** – professional photography, videography (if applicable), editing, delivery of digital files or prints, and all ancillary services described in the Agreement.
- **"Total Fees"** – the aggregate sum payable under the Agreement, inclusive of Deposit and balance.
- **"72-Hour Period"** – the period commencing exactly seventy-two (72) hours prior to the scheduled start time of the Event.

3. General Principles

All refunds and rescheduling are strictly subject to this Policy. The Photographer's determination of the Planning Stage, eligibility for refund, and quantum thereof shall be final and binding on the Client, absent manifest error or bad faith. Time is of the essence in respect of all notices and payments. No verbal representations or assurances shall vary this Policy

4. Cancellation by the Client

The Client may cancel the Booking only by delivering written notice via email to joyaltyphotography254@gmail.com. Verbal or telephone cancellations are null and void and shall not trigger any refund rights.

4.1 Cancellations Received More Than 72 Hours Before the Event Date

Refunds, if any, shall be calculated according to the Planning Stage reached at the exact moment written notice is received by the Photographer:

- Minimal Planning Stage (no material work undertaken beyond initial Booking confirmation): 100 % of the Total Fees paid shall be refunded, less (i) the full Deposit (which is expressly agreed to be non-refundable save in this narrow circumstance) and (ii) an administrative fee not exceeding five per cent (5 %) of the Total Fees or KES 5,000, whichever is lower.
- Early Planning Stage (initial consultations, basic preparation, or preliminary logistics): Seventy-five per cent (75 %) of the Total Fees paid shall be refunded.
- Halfway Planning Stage (detailed planning, location scouting completed or substantially advanced, partial team mobilisation, or logistics commitments incurred): Fifty per cent (50 %) of the Total Fees paid shall be refunded, or alternatively the Photographer shall retain twenty-five per cent (25 %) of the Total Fees to cover time, resources, and logistics already expended, whichever results in the greater retention for the Photographer.
- Advanced Planning Stage (majority of preparation complete, significant time and costs sunk, vendor commitments, or pre-production deliverables issued): Twenty-five per cent (25 %) of the Total Fees paid shall be refunded, or no refund shall be issued where the Photographer has incurred costs equal to or exceeding the balance, at the Photographer's sole election.

4.2 Cancellations Received Within the 72-Hour Period

No refund whatsoever shall be issued. The Client shall remain liable for the full Total Fees. The Photographer shall be entitled to retain all sums paid and, where applicable, to invoice the Client for any balance outstanding.

4.3 No-Show, Late Arrival, or Client Default

If the Client fails to appear, grants no reasonable access, or otherwise prevents performance of the Services on the Event Date without prior valid cancellation, the Booking shall be deemed fully performed for fee purposes. No refund shall be available and the full Total Fees shall be immediately due and payable.

5. Rescheduling Policy

Any request to change the Event Date shall be treated as a Cancellation of the original Booking followed by a new Booking, and the refund/fee provisions of Clause 3 shall apply mutatis mutandis.

- The Client shall be entitled to one (1) rescheduling request without additional penalty beyond the applicable retention under Clause 3.1, provided notice is given more than 72 hours before the original Event Date and the new date is mutually agreed and available.
- Subsequent rescheduling requests shall be treated as a fresh Cancellation and new Booking, attracting the full fee retention structure set out in Clause 3.
- Availability on the proposed new date is not guaranteed. If the Photographer is unavailable, the request shall be treated as a Cancellation with no further rescheduling rights.
- Any increase in fees due to seasonal pricing, additional travel, or changed scope on the new date shall be borne solely by the Client and paid prior to confirmation of the rescheduled Booking.
- All other terms of the original Agreement (including this Policy) shall remain in full force and effect for the rescheduled Event.

6. Cancellation or Non-Performance by the Photographer

6.1 Photographer-Initiated Cancellation (Non-Force Majeure)

In the rare event the Photographer cancels for reasons within their control, the Client shall, at their sole option, receive either: (i) a full refund of all sums paid within fourteen (14) business days, or (ii) rescheduling at no additional cost (subject to availability).

6.2 Force Majeure

If performance becomes impossible or impracticable due to Force Majeure, the Photographer shall not be liable for any breach. The Photographer shall use reasonable endeavours to reschedule the Event at no additional fee. If rescheduling is impossible within ninety (90) days, the Photographer may retain only those sums reasonably necessary to cover irrecoverable costs already incurred and shall refund the balance (if any) within thirty (30) business days. The Client waives any claim for consequential or indirect loss arising from such cancellation.

7. Non-Refundable Items and Exclusions

The following shall in all circumstances be non-refundable:

- The Deposit (except as expressly provided in Clause 3.1 – Minimal Planning Stage).
- Any third-party costs or expenses already incurred or contractually committed (travel, permits, venue fees, assistant fees, equipment hire, etc.).
- Costs of digital processing, editing, or post-production work already commenced.
- Payment gateway, bank, or card processing fees.
- Any sum paid for additional services (albums, prints, wall art, rush delivery) once production has begun.

Artistic style, composition, lighting choices, and creative decisions are inherently subjective. No refund shall be issued for dissatisfaction with the aesthetic outcome, provided the Services were delivered substantially in accordance with the Agreement.

8. Refund Procedure and Timing

- Approved refunds shall be processed exclusively via the original method of payment within thirty (30) business days of the Photographer's written approval.
- For bank transfers, the Client must provide accurate IBAN/SWIFT or MPESA details; failure to do so may delay processing.
- No cash refunds shall be issued for card or digital payments.
- The Client shall bear any currency conversion or intermediary bank charges.

9. Modifications, Scope Changes, and Additional Charges

Any material change to the scope, duration, location, or deliverables requested by the Client after Booking may be treated as a partial Cancellation and shall attract additional fees or retention of sums at the Photographer's discretion.

10. Governing Law and Dispute Resolution

This Policy and the Agreement shall be governed by and construed exclusively in accordance with the laws of the Republic of Kenya. Any dispute, controversy, or claim arising out of or relating to this Policy shall be subject to the exclusive jurisdiction of the courts of Mombasa, Kenya. The parties hereby irrevocably submit to such jurisdiction and waive any objection based on forum non conveniens.

The prevailing party in any legal action shall be entitled to recover reasonable legal costs and attorney fees.

11. Entire Agreement, Severability, and Amendment

This Policy, together with the Agreement and any written addenda, constitutes the entire understanding between the parties and supersedes all prior representations. If any provision is held invalid or unenforceable, the remainder shall continue in full force. The Photographer reserves the right to amend this Policy upon thirty (30) days' notice posted on the website; continued use of Services after such notice constitutes acceptance of the amended Policy.

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