

Terms and Conditions of supply – commissioned photography

INTRODUCTION - The following seven sections represent the basis under which I undertake photographic assignments and commissions for commercial, public relations and editorial photography. They are intended as a background document to which specific or varied terms can be added or amended.

There are, of course, many pieces of legislation that will have an effect on how my relationship with clients works, not the least of which is the **Copyright, Designs and Patents Act 1988**.

I really don't want to scare clients and so I have worded them as simply as I can and I'm always happy to discuss and explain how my terms and conditions apply to you.

COPYRIGHT - Unless agreed in advance and in writing I do not assign copyright to any clients or third parties. Please be aware that buying the copyright is far more expensive than buying an extensive and wide-ranging license.

LICENSES GRANTED - As a client, you would be granted a license to reproduce and/or distribute the photographs. All licenses have geographical, time, media and usage restrictions. My policy is to negotiate a license that meets your needs and represents the best value for money for you and/or your client. Use of the photographs outside the terms of the license granted would be a breach of copyright.

LICENSE EXTENSION OPTIONS - If, having agreed a set of license conditions you subsequently realise that you need wider use of the photographs I am always happy to negotiate a license extension. Whilst the cost of buying extensions will be greater than that of buying the right license in the first place, you will find that my rates are very competitive.

DELIVERY METHOD AND DEADLINES - As part of the commission we will agree how, when and where the photographs will be delivered. Options include web galleries, CDs and DVDs, FTP, email and on USB flash drives. Photographs will be supplied in the agreed format within the agreed deadline. Copies of all files will be retained in line with industry best practice and any subsequent re-issue of any or all of the image files will be subject to a charge equal to the actual cost of producing and delivering them plus a 20% service charge.

INVOICING AND PAYMENT - Fees and costs will be negotiated and agreed before the commission takes place. Should the details of the commission change then alterations to the costs will be agreed as soon as possible. New clients will be asked for a purchase order or a letter confirming the commission, agreed fees and costs as well as acceptance of my terms and conditions in advance. Once the commission has been completed I will send an invoice to you with payment terms and methods outlined. The grant of license will only come into force once payment has been made in full. VAT will be charged where the law requires. If the client postpones or cancels the commission within 72 hours of the start time I reserve the right to charge 50% of the agreed fees. Cancellations or postponements within 24 hours of the start time may be charged at 100% of the agreed fees.

THE LIMIT OF MY LIABILITY - As a professional photographer I take great care and pride in my work and in my relationship with clients and the subjects of my photography. I cannot, however, accept liability for unexpected events including: poor weather, industrial disputes, sickness or injury, equipment malfunction, model release disputes, property release disputes and other actions or accidents that are outside my control and that cannot be reasonably predicted. Please note that any mains powered equipment that I use will be PAT tested, that I carry £5 million of Public Liabilities insurance and that my photographic equipment is regularly tested and serviced. Should you require any specialist insurance to be taken out for your project, the cost will be included in the fees. Back up copies of your images will be stored using reliable methods but I cannot accept liability for systems failures.

DISPUTE RESOLUTION - If, for any reason, you have any queries about the service that I have provided I will be happy to discuss your concerns. Photography is a creative activity and I accept commissions on the basis that you are buying my skills and that you trust me to apply those skills in accordance with our discussions and verbal agreements. Written confirmation of commissions should always include any "must-have" picture requirements and, where technically and creatively possible, I will fulfill your requests. If I consider any of your requirements to be unfeasible or if any of them become so during the shoot itself I will point them out at the first possible opportunity and offer solutions.