



EMAIL: mail@bobgreaves.com

TEL: 0771 592 3737

TERMS AND CONDITIONS OF BUSINESS

1) DEFINITIONS AND GENERAL TERMS

Hereafter, the term “**Client**” refers to the person, company, organisation or the appointees thereof for whom photographic services are being carried out, both directly and indirectly. This includes the person or organisation instructing the **Photographer**, as well as the end user of imagery.

The term “**Photographer**” or “**I**” refers to Bob Greaves, owner of **Bob Greaves Photography**, of 1 Ainsdale Drive, Priorslee, Telford, TF2 9QJ and / or his appointees. Photography will usually be undertaken by Bob Greaves personally, but where a substitution is necessary (illness, etc.) these terms will still apply.

These terms and condition will equally apply to **shotu** and **shotu360** which are brands also operated by **Bob Greaves Photography**.

“**Written**” or “**in writing**” refers to both paper correspondence and email communications. “**Verbal**” means face to face or telephone conversation.

All contracts **verbal** or **written** are only accepted on the basis that these Terms and Conditions are the only ones applicable. Other Terms and Conditions proffered by the **client** are specifically excluded unless agreed in writing beforehand by the **Photographer**.

This agreement shall be governed by UK Law.

Where examples of suitability are given, such as use in publications, on websites, social media, etc. these are only given as examples of potential usage. The Photographer neither implies nor guarantees any such usage or suitability therefor. Bob Greaves Photography has no commercial association with any publishing or social media company and the use of any of their names is by way of example only.

2) BOOKING PROCEDURE

Initial enquiries should be made by phone to 0771 592 3737 or email to mail@bobgreaves.com with no obligation. The Photographer is happy to advise on any **Client** queries relating to services and will give guidance on likely time required and costs.

Subsequently when proceeding with a booking, the **Client** should be as clear as possible – ideally by email - about what coverage is required, enabling the **Photographer** to provide an accurate quote for his services. Additional time or services that are not mentioned now and are added later may be subject to additional charge over and above the quoted price.

Once agreed, the **Photographer** will confirm the booking in writing and a written brief should then be supplied to the **Photographer** by the **Client** as soon as practicable before the assignment. If there are any queries regarding this brief, the Photographer will contact the Client before the event for clarification.

A formal paper contract is not usually required, provided an email trail is present confirming the booking, date, price, etc. as this is sufficient under UK law to form a contract in and of itself. When a **Client's** policy is not to rely on phone or email confirmations, hardcopy paperwork must be supplied; if none is provided, then the phone or email communications will constitute a contract.

The person placing or signing the order on behalf of the **Client** is deemed to be authorised to do so.

Photography services are provided only to the business making the booking and any contract made or implied is only with them. No sub-contracting or re-sale of our services or products is permitted without prior written agreement.

3) RATES AND FEES

The **Photographer's** basic rates are available on request and will vary depending on the following factors...

- the type of photographic work required.
- the length of time required to do it.
- the assignment location, travel and if applicable, overnight accommodation costs.
- intended usage for images and the licence required.
- any rush fees (If images are required immediately at the assignment venue, or within 24 hours of its completion, this MUST be notified at the time of booking and will be billable as extra hours if processing time isn't allowed within the period booked).
- post-processing required.
- supply of prints or other products.
- Any other incurred costs.
- special rates or discounts, such as for retained services or new customer introductory offers.

This will be discussed and agreed between **Client** and **Photographer** at the time of booking, so it is important that the **Client** be clear about their requirements. I am happy to advise on any of these matters to ensure an accurate quote is provided. This is very important, as although the **Photographer** understands that plans can change and will endeavour to make reasonable adjustments to circumstances, later surprise additions, disclosures or alterations may lead to further charges being levied for extra time taken and / or different licensing requirements, the wrong equipment being brought to cover the type of work, or unavailability beyond the agreed finish time if other work doesn't permit.

The **Photographer** will record booking details for future reference, along with the name, position and contact details of the person making the booking, hereafter deemed as being or acting on behalf of the **Client**. The **Client** should also make records for the avoidance of any confusion.

The **Photographer** reserves the right to refuse coverage if, in his opinion on attendance, the assignment differs substantially, deliberately or negligently from what was booked. The quoted price will still be levied.

Occasionally for bigger assignments, a second shooter or assistant may be required. You will be advised of this at the time of booking and notified of any additional costs. Additional **Photographers** will be subject to these same terms and conditions.

All rates are for continuous attendance and will be charged from the agreed time arrival of the **Photographer**, to the point at which the **Photographer** is free to leave. Should an event overrun, extensions to the attendance period will only be accepted at the discretion of the **Photographer** according to his availability and will be chargeable. No reduction will be made in respect of events which finish earlier than expected.

Variations made by the **Client** to attendance times and / or location within one week of the assignment will be at the **Photographer's** sole discretion.

The stated cost includes travel within 30 miles radius of Telford. Further afield will be charged at £10 per additional 10 miles radius, which will be advised at time of booking.

For assignments of less than 4 hours duration at a distance beyond 30 road miles of Telford, additional hourly charges may be made to reflect travel time and consequential unavailability for other work.

The price quoted will be the price charged (plus any agreed overrun costs or out of pocket expenses). The rates are inclusive of travel (as above), attendance, photography within the stated time frame and supply of images via your choice of either private online gallery or posted data disk. The expected number of images and the time frame for delivery will be discussed at the time of booking. The **Photographer** will endeavour to notify any *expected* additional expenses as part of the quote at the time of booking, but reserves the right to subsequently charge for any other *unexpected* expenses incurred as an unavoidable and necessary consequence of carrying-out the assignment, eg. parking charges, tolls, admission fees, etc.

Supplied images will be optimised to include adjustments to brightness, contrast, colour balance, output size and sharpness. More extensive retouching and post production work is possible at extra cost.

For certain assignments, either at a substantial distance from Telford or with a very early start or late finish, an overnight stay may be required. A charge for both accommodation and subsistence may therefore be made, which will be discussed at the time of booking.

Where the use of certain equipment is an integral requirement of the type of photography requested (eg. lighting and backdrops for group shots), set-up and tear-down will form part of the **Photographer's** attendance period and chargeable time. Where equipment usage is at the discretion of the **Photographer**, it will not be chargeable.

Where studio lighting is required, there is a minimum 2 hours charge. This is usually for product shots, corporate headshots, etc. and will be advised at the time of quoting.

The **Photographer** is not VAT registered, so no VAT is payable.

On occasions a deposit may be required (particularly for private parties and non-business assignments). This is usually 25% of the quoted total and payments must clear before the event, or otherwise the **Photographer** may not attend. Any deposits paid are non-refundable, except where the **Photographer** is unable to undertake the assignment for any reason and is unable to find a replacement **Photographer** for the **Client**.

Any price quoted is for photography at a single geographical location unless expressly agreed beforehand. If it is necessary to unexpectedly travel to other location(s), additional mileage may be charged and either travelling time may be added, or the restart count as another 'first hour' charge, whichever is the greater.

After submission of images and confirmation of **Client** satisfaction, an invoice will be submitted for the attention of the person who made the booking, unless otherwise directed beforehand. No extension to the 30 days payment period will be made on account of having to re-direct / re-submit / re-address the invoice, unless there is an error on the part of the **Photographer**.

Payment of invoice will constitute acceptance of all work having been completed.

Rates are on a par with other genuine professionals in this field of work, geographical area and level of ability and professional experience. I have over 30 years of professional photographic experience to guarantee you high quality results. Please bear this in mind when considering using one of the many alternative 'professionals' advertising online, simply because they appear cheaper. I will be happy to discuss the added value I bring to the table with any prospective **Client**, without obligation.

4) INSURANCE

The **Photographer** is fully insured for Public Liability to a total of £5 million. The certificate can be downloaded at www.bobgreaves.com/docs/plinsurance.pdf

The **Client** should ensure they and their event are also fully insured.

5) BEFORE THE ASSIGNMENT

A written brief should be supplied to the **Photographer** by the **Client** as soon as possible before the assignment. This should give the full address and postcode of the venue, a shot list, deadline for submission, style cues, any policies which must be observed, a contact name and number for someone to liaise with at the shoot and any other pertinent information. If there are any queries regarding this brief, the **Photographer** will contact the **Client** before the event for clarification.

It is the **Client's** sole responsibility to ensure all locations, products and persons to be photographed are completely ready in time for the **Photographer** arriving. The **Photographer** is only responsible for the photography and not set dressing, cleaning, moving furniture, etc. unless by prior arrangement. The **Photographer** will otherwise shoot the assignment as it is presented by the **Client**, will work under the assumption that this is how the **Client** wants the assignment photographing and will not accept any responsibility for later problems in this regard. If the **Photographer** is delayed while the location is prepared and the shoot overruns, this will be charged at the additional hour / part of hour rate.

It is the **Client's** responsibility to check any restrictions pertaining to the use of equipment (including photographic and mains electrical equipment) with the assignment venue and to communicate any issues to the **Photographer** in advance of attendance.

It is the **Client's** responsibility to arrange any permissions, waivers and releases with regard to any location, persons or products to appear in photographs and indemnify the **Photographer** against any unwitting infringement.

The photography services we provide usually utilise flash lighting. It is the client's responsibility to make sure that anybody being photographed (or who may be in the area where the photography is taking place) who may have a medical condition such as photo-sensitive epilepsy is warned of this in advance and enabled to avoid the area.

Where the client requires a face-to-face meeting with the photographer prior to the event date, this will be chargeable.

For some bookings a non-refundable and non-transferable deposit may be required. You will be advised of this at the time of booking. This payment secures your booking and will be deducted from the total payable when the final invoice is supplied. The deposit will be forfeit if the **Client** cancels or postpones the booked shoot, even if another booking date is required. The **Photographer** will only refund the deposit if he is unable to undertake the shoot or provide another photographer.

6) CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation (verbally or written) and accordingly the Photographer will at his discretion, charge a fee for cancellation or postponement to compensate for loss of other work.

Cancellation / postponement of an assignment with less than 1 weeks' notice may be subject to a cancellation fee of 50% of the quoted fee. Cancellation / postponement on the day, or upon actual attendance = 75% of the assignment fee.

7) DURING THE ASSIGNMENT

Photography will usually be undertaken by **Bob Greaves** personally, but where a substitution is necessary (illness, etc.) these terms will still apply.

The **Photographer** will so far as possible follow the supplied brief, but will adapt, modify and omit any portion of it if circumstances or time constraints dictate it necessary. Where a brief is not supplied, the **Photographer** will make decisions on what is photographed. The **Photographer** will not be subject to any sanction for omissions in either situation.

Where time is of the essence the **Photographer** may entirely at his own discretion accept instructions and variations to the brief given orally; in this event the **Photographer** shall accept no liability for any error in executing the order.

The **Client** agrees to indemnify the **Photographer** with regard to implementation of their company / client's policies, following company-specific Health and Safety guidance, the wearing of correct PPE, protocols surrounding allowed poses, house styles, branding considerations and any other factor affecting acceptable presentation, except where the **Photographer** has been briefed beforehand in writing, or directly assisted in person at the assignment on interpreting and observing such policies.

Captions (names, ages, job titles, position in images, etc.) will not normally be taken or supplied unless specifically requested.

Where the **Client** requires photo consent forms to be completed, it is the **Client's** responsibility to provide supply such forms in advance. It is also recommended that an assistant is provided by the **Client** to help complete the forms, otherwise time available for actual photography may be adversely affected.

The **Photographer** will be entitled to take such comfort breaks as are necessary and a refreshment break of at least 10 minutes per 2 hours.

Safeguarding: The **Client** warrants that any child (person under 18 years old) or vulnerable adult has been cleared by their parent(s), guardian(s) or carer(s) for the photography for which they are presented, holds documentary proof in this regard if they are unaccompanied and that a suitable adult chaperone / escort will be provided if said person is being photographed alone. Where this is not possible, depending on the circumstances, the **Photographer** reserves the right to wait until someone is available.

If at any stage during the assignment the **Photographer** is subject to abusive, threatening or violent behaviour, or feels his health and safety are at risk, he will first make this known to the **Client**. If the **Client** is unavailable, or

unable or unwilling to take steps to rectify the situation, the **Photographer** reserves the right to remove himself from said situation and terminate coverage without penalty.

Where any prior stipulations by the **Photographer** have not been met (for instance the need for a specified amount of clear room space for studio-style shots, requirements for mains power sockets, etc.) the photographer will endeavour to complete the shoot, but reserves the right either to modify it or postpone altogether where this is not practicable. Shoots which cannot take place through no fault of the photographer will be chargeable at the agreed job price.

The **Photographer** will comply with all laws and bylaws and will endeavour to fairly and accurately represent the subjects being photographed. The **Photographer** reserves the right to end the shoot with no penalty if he is pressured to do otherwise.

Photography will usually be undertaken by Bob Greaves personally, but please note that in exceptional circumstances (e.g.: illness or unavailability) a similarly skilled **Photographer** may be appointed by us to attend instead. Whenever possible, this will be notified in advance, but this may not always be possible.

There will be no guarantee as to the number of images which will be produced during a shoot, as this can vary hugely depending on the type of assignment, save the **Photographer's** commitment to endeavour to follow the agreed brief in this regard.

8) AFTER THE ASSIGNMENT

Processed images will be supplied within the time frame agreed at booking. This will usually be in the form of an email with a link to the private online gallery. Where a physical disk has been requested, this will be posted via Royal Mail First Class and proof of postage obtained.

Technical: Images are supplied in jpeg format, RGB colour mode, sRGB colour profile, at high res (at least 2000 pixels on the longest side) saved in high quality. Images may be cropped to varying aspect ratios at the **Photographer's** discretion, as well as being supplied in portrait or landscape orientation. Images will usually be post processed to correct colour balance, contrast, brightness and output sharpness. They may also be processed in accordance with the **Photographer's** style. If you have any specific / alternative technical demands (eg. specific output resolution, ratio, orientation, CMYK, no sharpening, etc.), these **MUST** be discussed and agreed before the shoot. Raw / original camera images will not be supplied unless there is a demonstrable reason given for this requirement (which **MUST** be agreed at the time of booking).

It is the **Client's** responsibility to subsequently manage and be responsible for any publication and use of images supplied by the **Photographer** and to ensure that such publication and use complies with their own guidelines, the wishes and authorisations of those pictured, any copyright or licensing stipulations and the licence to use granted by the **Photographer**.

The **Photographer** will await or initiate contact after submission. If the **Client** is happy with the work supplied, an invoice will be submitted for the attention of the person who made the booking, unless otherwise directed. This will usually be a PDF by email, but a physical paper copy can be sent if desired.

If the **Client** has any queries or complaints, they should be raised immediately upon receipt of images.

9) COPYRIGHT OWNERSHIP AND 'LICENCE TO USE'

Like most professional photographers, I work in accordance with the Copyright, Designs and Patents Act 1988 where I retain ownership of copyright as the author of the work and license (usually exclusively) the images I produce for use by my **clients** over a specified period of time (usually in perpetuity) for a specific purpose (in line with the stated intended use at time of booking, or otherwise any purpose directly connected to the **client's** current business and promotion thereof, but excluding re-working, resale and / or transfer to a third party or for third party gain) for a specified fee (as agreed at the time of booking). As such, the **Client** is a licensee, as opposed to copyright owner.

Images (be they electronic or physical prints) may not be copied, reproduced, duplicated, manipulated, transferred to a third party or used as part of another work, beyond the provisions of the 'licence to use' or the written permission of the **Photographer**. For example, images licenced for use in a media press release may not be used to produce posters, or passed to one of the **Client's** suppliers for their use.

No use should be made of the images until invoice payment has been made in full. Where use has already been made, including but not limited to submission, publication or reworking, the images will be deemed to have been wholly accepted and full payment will be required without variation. Where reproduction of images has taken place and settlement has not been made, the **Photographer** may make such charges to the **Client** in accordance within the Copyright, Designs and Patents Act 1988 and potential breach of copyright.

When the 'license to use' has expired, any physical images must be returned to the **Photographer** in good condition within 30 days and any archived digital files destroyed. Title to any materials used in producing the images is not transferred to the **Client** upon payment of the invoice.

The 'license to use' comes into effect from the date of the assignment. This licence will automatically be revoked if full payment is not made by the due date of the invoice or if the Client is put into receivership or liquidation. Where restricted in the agreement, permission to use the images for other purposes will normally be granted upon payment of a further fee to be mutually agreed. A written agreement must be reached with the Photographer before the images may be used for any other purposes. Where use of images is made which breach the Licence to Use, further charges will be made. Any reproduction rights granted are by way of licence only and no partial or other assignment of copyright shall be implied. On the Client's death or bankruptcy or (if the Client is a Company) in the event of a Resolution, Petition or Order for winding-up being made against it, or if a Receiver or an administration is appointed, any licence granted shall immediately cease.

Absolutely no FREE usage of any images or reworkings thereof is allowed. This includes use on social media, privately or shared with others.

Unless agreed to in writing on the License to Use, no exclusivity is given or implied to The Client. The Photographer retains the right in all cases to use or sell the Photographs. Exclusivity will not be unreasonably withheld but only on written agreement with the Photographer before work commences.

Supply of images by the Client for use by third parties must be expressly agreed beforehand.

Save for the purposes of production for the licensed use(s), the images may not be stored or archived in any form by agents of the **Client** without the written permission of the **Photographer**. Manipulation of the image or use of only a portion of the image may only take place with the written permission of the **Photographer**. Digital data is stored by the **Photographer** on the understanding that he gives no guarantees for the future integrity of that data, or of any failure to retrieve data from the **Photographer's** archive.

The **Photographer** retains the right to be recognised as the author of the work and to reproduce any of the work without restriction, for the purposes of self-promotion and that of the business, in such media as (but not limited to) websites, email and electronic newsletters, social media, leaflets, posters, banners, prints, video or slideshow,

exhibition and press. Where confidential / non-disclosure shoots are required, this must be agreed in writing at the time of booking and will incur a 50% upcharge to the bill total.

Embedded copyright metadata should not be modified or removed from images.

Sub-licencing of the images to any third party is prohibited, save for where this has been explicitly agreed by the **Photographer** in writing and in advance and upon payment of any additional fees levied by the **Photographer**.

10) SUPPLIERS TO THE PHOTOGRAPHER

Occasionally, a model or property release form will have to be completed. The **Photographer** reserves the right to withhold payment and / or supply of images if such a form is not completed on request.

Payment to models may be withheld or withdrawn completely if the model is late, fails to attend altogether, or in any other way deviates from the directions given by the **Photographer**.

It is the model's (or agency's) responsibility to ensure that any necessary personal insurance is in place.

The model is not employed by the **Photographer** and the model / agent undertakes to conduct their own affairs with regard to health and safety, tax, etc.

A formal invoice and / or receipt for monies due / paid is required by the **Photographer**.

11) IMAGE HOSTING

Where images are hosted online for the **Client**, this is a free-of-charge courtesy and the **Photographer** cannot be held responsible for any interruption to hosting services by our providers. Free hosting is provided without guarantee and may be withdrawn or transferred to another host at any time. At the discretion of the **Photographer**, there will be no obligation to continue to host images into the future. For this reason, you are recommended to download and back-up all files at the earliest opportunity.

12) INVOICE PAYMENT

An invoice will be supplied following the completion and delivery of images from each assignment. This will usually be a PDF via email, but can be supplied by post if requested. A receipt will not normally be issued following payment, but the Photographer will happily supply one at the Client's request.

For point-of-sale cash transactions, an electronic receipt will be supplied. A printed invoice or receipt will not normally be issued, but may be requested. All fees are payable immediately and before issue of any physical goods.

Please make all payments to **Bob Greaves Photography**, using one of the following methods...

- Cheque posted to 1 Ainsdale Drive, Priorslee, Telford, TF2 9QJ
- BACs to NatWest Account number 61978280 Sort code 60-21-57
- Paypal to mail@bobgreaves.com

Cash payment is also acceptable by arrangement.

Please quote my invoice reference on all payments.

My Unique Tax Code Reference is 28500 62460.

Payment becomes due upon supply of invoice and settlement must be made within 30 days of that date. Thereafter, further charges may be made added to the outstanding debt in the order of 10% compound interest added to the invoice on the first day following that when settlement should have been made and then each subsequent month. LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998 will be enforced.

Any legal, professional or other out-of-pocket fees incurred by the photographer in respect of pursuing outstanding debts will also be added to the current invoice total.

Where a Client is a company and whether or not that company has gone into liquidation the individual directors will be responsible for all outstanding fees and costs in relation to the booking.

If an invoice is not paid within the agreed period, licence to use the images ceases from the point at which the images were supplied to the client., any online gallery access will be removed and any use of the images may therefore be regarded as breach of copyright and action taken as such.

Payment of the invoice is deemed as acceptance of all work supplied with no further amendments required. Further amendment requests after payment is received are chargeable.

13) RETENTION OF IMAGES

All original images from a shoot will be retained for a period of at least one month. After this period, all images except the edited ones supplied to the client may be permanently and irrevocably deleted. If you wish to enquire about alternative shots, or have a need to re-work an original file, please make contact ASAP within this period.

Galleries of edited images are guaranteed to remain online for at least one month. Please ensure you download all the images you require during this time, as once the gallery is taken down, a fee may be chargeable for its reinstatement.

No guarantee is provided for the future availability of ANY images once they have been initially supplied to the Client and we undertake no obligation to keep any copies.

14) CLIENT CONFIDENTIALITY AND PRIVACY

The **Photographer** will keep confidential and will not disclose to any third parties or make use of information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the **photographer** to carry out his/her obligations in relation to the commission or in law.

Bob Greaves Photography is committed to ensuring that your privacy is protected. Should you provide me with certain information by which you can be identified, then you can be assured that it will only be used in accordance with this privacy statement and GDPR / UK Law.

I may collect and keep the following information, some of which may leave the **client** identifiable:

- Photographs of people, places and products.
- Names and job title, your company or organisation's name, address and phone number.
- Contact information including email addresses and phone number(s).
- Demographic information such as addresses.
- Photography type preferences and interests.

- Other information relevant to customer requirements and billing.
- Copies of invoices, pro-formas, emails, payment type, bank statements, etc. relating to our financial dealings.

I require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping and the processing of payments.
- To improve my products and services.
- To keep you informed of new products or services, or for my internal marketing or market research.
- To maintain records for tax purposes, or as otherwise required by law.
- To customise my website according to client interests.
- To create image captions.

Most information will be retained at my office, but some will inevitably be held on cloud servers, third-party email systems, bank computers, accounting services, etc. and will therefore be beyond my direct control. Where this is necessary, I can provide no guarantees on behalf of these entities.

Should I become aware of any data breach, I will undertake to notify the Information Commissioner's Office and follow their guidelines. If at any stage you discover that data we hold about you (or you hold about us) has been compromised, please do likewise

If you are not happy for me to make unsolicited approaches to you, please email me.

You may request details of personal information which I hold about you under the UK Data Protection Act 1998. If you would like a copy of the information held on you or if you believe that any information I am holding on you is incorrect or incomplete, please contact me. I will promptly correct any information found to be incorrect.

I may use your images on our website, or in marketing materials, as a means of self-promotion and to provide examples of past work to new clients. If you do not want me to do this, please notify me in writing.

Images will be supplied only to the Client (and not to anyone else unless by prior written agreement) via a private online gallery, with the web address being supplied to the Client. Acceptance of this delivery method is implied, unless the Photographer is notified in writing in advance of submission. This gallery is not automatically visible to the wider internet, but should the gallery web address be shared or the gallery linked to social media by the Client, images may inevitably appear on the open internet. In this regard, the Client agrees to indemnify the Photographer for any such publication. If you require your images to be supplied entirely off-line, the Photographer will be happy to supply a physical disk of images by Special Delivery post at cost (please enquire).

Video and audio may also be recorded at some assignments, for a variety of purposes including but not limited to the creation of promotional materials, tutorials, social media, security of photographer and subjects, etc. If this is not acceptable, please notify the photographer in advance.

15) WEBSITE

www.bobgreaves.com and its associated websites may use cookies.

What are cookies?

A cookie is a text file containing a small amount of data which is downloaded to your computer when you visit a website for the first time. They play an important role in helping to enhance the user experience and performance of a website. Cookies can remember your preference settings on a website and in some cases cookies are essential to enable you to move around a website and use its features.

Cookies on this website

Google Analytics - These cookies track anonymous user behaviour which is used to make this website user friendly and improve the user experience. They store no sensitive or personally identifiable information.

Social Media

Sites like Facebook, Twitter and YouTube may leave cookies behind on your computer to allow you to interact with these social tools more easily. This website has no control over these cookies and you should check out the relevant third-party website to see how your information is used and how to opt out.

Opting out of cookies

You can block cookies being stored on your computer through the settings on your internet browser. Note though that this will block cookies on every site you visit.

16) INDEMNITY

It is the Client's responsibility to ensure that all necessary rights of access, model releases, clearances, waivers or consents which may be required for reproduction of people, places or items depicted within any images are obtained.

The Photographer gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot. In all other cases The Client shall indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

The Photographer will not be liable for any loss or damage, for any consequential loss of profit or income however caused including negligence by the Photographer or his assignees and it is the Client's responsibility to insure against such loss or damage.

17) APPROVAL / REJECTION OF WORK

Once initial editing is complete, the project will be made available for review. The review period is limited to 7 days unless by prior arrangement. After this time, if no feedback is received, an invoice of photography and editing work to date (including travel costs where quoted) will be sent, less the cost of tour delivery. No final project files will be delivered in this case. If the client is unhappy with the edited project, we will work with the client to resolve any issues. If the client decides that the amended project has not met their expectations, and they advise as such within the review period, then the project will be closed with no payment required (except travelling costs as quoted).

Unless a rejection fee has been agreed in advance, there is no right to reject based on style, composition or artistic interpretation, or any factor outside of the Photographer's control.

18) GUARANTEE

I will always endeavour to provide customers with the best possible level of service. However, if problems arise and you are dissatisfied in any way with the service you have received or the finished product I have provided, you must notify me within 3 days of receipt / completion, so attempts can be made to rectify the issue.

Any resolution will be mutually agreed between Photographer and Client on a case-by-case basis, but restitution will be limited to one of the following:

- attendance and re-shooting of new images.
- re-editing existing images free of charge.
- the supply of replacement goods (in the case of prints, albums, etc.)
- the refund of monies already paid.
- the rendering null and void of the assignment (ie: no images provided or licenced for your use and in return, no invoice submitted).

19) REVISIONS

The Terms & Conditions published here at the time of booking will apply. They are revised occasionally, so If you wish to keep a copy as applies at the time of booking, please download this PDF now.

----- **March 2019** -----