



EMAIL: mail@bobgreaves.com

TEL: 0771 592 3737

TERMS AND CONDITIONS OF BUSINESS

1) DEFINITIONS AND GENERAL TERMS

- a) 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.
- b) ‘**Photographic Services**’ is any work, product or service provided by the **Photographer** in fulfilment of the **Client’s** order. These terms will apply to all such services.
- c) The term “**Photographer**”, “**I**”, “**me**” or “**us**” 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.
- d) These terms and condition will equally apply to **shotu** and **shotu360** which are brands also operated by **Bob Greaves Photography**.
- e) “**Written**” or “**in writing**” refers to both paper correspondence and email communications. “**Verbal**” means face to face or telephone conversation.
- f) 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**.
- g) These Terms and Conditions are published on my website and are also available on request via email or post. Any **Client** making a booking is deemed to have read and accepted these T&Cs as part of the defacto contract.
- h) These terms shall be governed by UK Law.

2) BOOKING PROCEDURE

- a) **Enquiries**: 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.
- b) **Requesting a Quote**: When obtaining a quote, the **Client** should be as clear as possible – ideally by email - about what type of photography and duration of coverage is required, enabling the **Photographer** to provide an accurate quote for his services.
- c) **Confirmation**: Once agreed, the **Photographer** will confirm the booking in writing.

- d) **Contract**: 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. 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 aforementioned phone or email communications will constitute a contract.
- e) **Booking Authority**: The person placing or signing the order on behalf of the **Client** is presumed by the **Photographer** to be authorised to do so. The **Photographer** will record booking details for future reference, along with the name, position and contact details of the person making the booking. The **Client** should also make records for the avoidance of any confusion.
- f) **Who We are Working For**: Photography services are provided only to the **Client** making the booking and any contract made or implied is only with them. No sub-contracting, re-sale or lending of our services or products is permitted without prior written agreement, nor are any obligations to the **Client** transferable to third parties.
- g) **Example Usage**: Where examples of suitability for use are given, such as 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.

3) RATES AND FEES

- a) **How Rates are Applied**: The **Photographer's** basic rates are available on request and will vary depending on the following factors (and others specific to the request)...
 - the type of photographic work.
 - The length of attendance.
 - the assignment location, travel and if applicable, overnight accommodation and/or subsistence.
 - intended usage for images and the licence required there-for.
 - any processing rush fees.
 - degree of post-processing required.
 - If supply of prints or other products is required.
 - any other incurred costs.
 - special rates or discounts, such as for retained services and / or guaranteed booking frequency.
- b) **Need for Clarity**: Rates 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 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 required, or unavailability to cover beyond the agreed finish time owing to other commitments.

- c) **Additional Photographer(s)**: For bigger assignments, a second **Photographer** 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.
- d) **Charging Blocks**: All bookings are charged in **whole hour blocks**, ie: 1 hour, 2 hours, 3 hours and so forth.
- e) **Continuity**: A one-hour booking cannot be broken-down into multiple different shorter assignments at different times / dates / locations.
- f) **Charging Structure**: There are two rates for an assignment: one for the **first hour** or part thereof, then a second, lower rate for any **additional hour(s)** or part thereof (these **MUST** be directly continuous from the first hour). The first hour rate is the **minimum** amount you will be charged, even if the shoot lasts less than this: a booking may be as short as you wish – perhaps only 10 or 15 minutes – but you will be charged the whole first hour rate. Likewise, if a shoot is 1hr 15mins long, you will be charged for 2 hours.
- g) **Unused Time**: Any surplus time not used during one booking cannot be carried over to another booking, nor is there any price reduction or credit for time unused. No reduction will be made in respect of events which finish earlier than expected.
- h) **Time Frame**: All rates are for continuous attendance and will be charged from the agreed time of arrival of the **Photographer**, to the point at which the **Photographer** is free to leave / agreed finish time, whichever is the latter.
- i) **Overruns**: 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.
- j) **Rush Processing**: If processed 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 continuous time.
- k) **Inclusive Travel**: Any quote includes travel within 30 miles of Telford. Further afield will be charged at £10 per additional 10 miles, which will be advised at time of booking.
- l) **Travel Time**: 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. This will be notified at time of booking.
- m) **Scope of Work**: The rates are inclusive of travel (as above), attendance, photography within the stated time frame, standard post processing and supply of images via downloadable private online gallery within one week (or alternatively on a posted data disk at £5).
- n) **Number of Images**: The expected number of images and the time frame for delivery will be discussed at the time of booking.
- o) **Expenses**: 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 add any other *unexpected* expenses incurred as an unavoidable and necessary consequence of carrying-out the assignment, eg. parking charges, tolls, admission fees, etc.
- p) **Induction**: Any required health and safety or other site instruction / induction / training will form part of the **Photographer's** chargeable time.
- q) **Standard Post Processing**: Supplied images will be optimised to include adjustments to brightness, contrast, colour balance, crop, output size and sharpness. More extensive retouching and post production work is at extra cost.

- r) **Accommodation**: 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.
- s) **Set-up Time**: 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.
- t) **Studio Lighting Rate**: Where a studio lighting setup is required, there is a minimum charge equivalent to the first hour rate + one additional hour rate, to cover increased equipment costs. This is an EQUIVALENT charge and only buys the first one hour shooting. subsequent hours or parts thereof are charged at the standard additional hour rates. This will be advised at the time of quoting.
- u) **VAT**: The **Photographer** is not VAT registered, so no VAT is payable.
- v) **Deposit**: For some bookings a non-refundable, non-transferable deposit may be required. You will be advised of this at the time of booking. This is usually 25% to 50% of the quoted total and payments must clear at least one week before the event to guarantee attendance. 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 a substitute **Photographer**.
- w) **Shoot Location**: 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.
- x) **Invoice Addressee**: Invoices will be submitted to the person who made the booking, unless otherwise agreed 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**.
- y) **Completion**: Payment of invoice will constitute acceptance of all work having been completed.
- z) **Competitors**: Rates are competitive with other genuine professionals in this field of work, geographical area and level of professional experience. I have over 30 years of professional photographic experience to guarantee you high quality results. Before asking us to match or better other quotes, please ensure you are comparing like with like and ask for details of experience and work completed. Any genuine professional will be happy to provide this and to discuss the added value they bring to the table with any prospective **Client**, without obligation. Please bear this in mind when considering using one of the many cheap 'professionals' advertising online and in social media. They may be working in their spare time, inexperienced, unprofessional, uninsured, under-equipped, incompetent and not paying tax. If their rates are very low, they also have little incentive to complete your assignment and may leave you in the lurch at the last moment.

4) INSURANCE

- a) **Public Liability:** The **Photographer** is fully insured for Public Liability to a total of £5 million. Confirmation is available on request.
- b) **Client Insurance:** The **Client** should ensure that they are also fully insured.

5) BEFORE THE ASSIGNMENT

- a) **Brief:** 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 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.
- b) **Readiness:** 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. If the **Photographer** is delayed while the location is prepared and the shoot overruns, this will be charged where additional time is available and used, or the **Photographer** will cease work at the pre-agreed time if it is not.
- c) **Photographer's Role:** Unless otherwise agreed, the **Photographer** is only responsible for photography and not art direction, set dressing, cleaning, moving furniture, etc. The **Photographer** will shoot the assignment as it is presented in the brief from 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. The **Photographer** will not be obliged to 'fix in Photoshop' any badly presented subject.
- d) **Use of Equipment:** 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.
- e) **Permissions and Waivers:** It is the **Client's** responsibility to arrange any permissions, waivers and releases with regard to any location, persons, products, or other private, licensable or copyrighted matter which will appear in photographs and indemnify the **Photographer** against any unwitting infringement.
- f) **Consent:** The **Client** warrants that all persons at their shoot or event have been notified of photography, consent to it and the subsequent use of their images and have been given the opportunity to opt-out. Where any persons have opted-out, this must be clearly notified to the **Photographer**. It is not the **Photographer's** responsibility to pressure or insist on any persons taking part in photography against their will.
- g) **Use of Flash** - The **Photographer** uses flash lighting. It is the **Client's** responsibility to make sure that anybody presented for photography (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.
- h) **Meetings:** Where the **Client** requires a face-to-face meeting with the **Photographer** prior to the event date, this may be chargeable for both time and travel, irrespective of whether or not a booking is subsequently made.
- i) **Unusual Locations:** Any working at height, underground, on water, in the air and / or on operational airfields, railways or roads, or in any other environment which may give rise to additional health, safety and insurance concerns beyond the norm, **MUST** be notified in writing

prior to job quotation. Failure to do so may result in a refusal to proceed with the assignment on attendance, with the full invoice being payable.

6) CANCELLATION & POSTPONEMENT

- a) **Confirmation:** 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.
- b) **Fees:** Cancellation / postponement of a booking with less than 1 week's notice may be subject to a cancellation fee of 50% of the quoted fee. Cancellation / postponement within 24 hours of the booking = 75% of the assignment fee, or upon actual attendance = 100% of the assignment fee.
- c) **Rescheduling:** These conditions and fees apply equally to both complete cancellations and to temporary postponements, even if the **Photographer** is booked for the rescheduled shoot. Any cancellation / postponement fee charged will not be deducted from any future job fee.
- d) **Late Changes:** Substantial variations made by the **Client** (such as start/finish times, different location, different nature of work, etc.) within one week of the assignment will be accepted or refused at the **Photographer's** sole discretion. If a refusal is necessary because of this late notice, the **Photographer** reserves the right to treat such changes as a late cancellation by the **Client** and levy any charges according to the above rates.
- e) **Planned Potential Postponements:** Where the **Client** only intends to proceed with a shoot under certain ideal conditions (for instance, only on a sunny day, or only if a subject is available on the day, etc.) this must be discussed and agreed with the **Photographer** at the time of booking, otherwise the aforementioned charges may be applied.
- f) **Responsibility:** The **Client** accepts sole responsibility for the postponement / cancellation of a shoot, whatever the reason, whether by them, or beyond their control by their clients or associates, assignees or the venue, in regard to their obligation to pay the **Photographer**.

7) DURING THE ASSIGNMENT

- a) **Adaptation:** 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 as to what is photographed and how. The **Photographer** will not be subject to any sanction for errors in either situation.
- b) **Variation:** 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.
- c) **Execution:** The **Photographer** will decide for himself the best way of fulfilling the brief with regard to technical execution of the photography, technique and equipment used.
- d) **Policy Observation:** The **Client** agrees to indemnify the **Photographer** with regard to implementation of their company 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 is directly assisted in person at the assignment on interpreting and observing such policies.

- e) **Captions:** Captions (names, ages, job titles, positioning, etc.) will not be recorded or supplied unless specifically requested. Be aware that requiring captions will reduce the time available for actual photography and the number of images taken and supplied will therefore be reduced.
- f) **Consent Forms:** Where the **Client** requires photo consent forms to be completed, it is the **Client's** responsibility to provide 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 and the number of images taken and supplied will be reduced.
- g) **Breaks:** The **Photographer** will be entitled to take such comfort breaks as are necessary and a clear refreshment break of at least 10 minutes after each 2 hour period worked.
- h) **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 adult chaperone 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.
- i) **Abusive Behaviour:** 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, 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.
- j) **Prerequisites:** 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 rate.
- k) **Ethics:** The **Photographer** will comply with the law and will endeavour to fairly and accurately represent subjects being photographed. This includes observing inclusive and ethical working practices which reject racism, sexism, homophobia and discrimination against any disabled or other person(s) due to unfair prejudice, hate or bigotry. The **Photographer** reserves the right to end the shoot with no penalty if he is pressured to do otherwise.
- l) **Reputation:** The **Photographer** will not on the instruction of the **Client** falsely represent himself, or the purpose of the assignment, nor perform any task which he believes would potentially bring **Bob Greaves Photography** into disrepute.
- m) **Image Quantity:** There will be no guarantee on quantity of images which will be produced during a shoot, as this can vary hugely depending on the assignment, save the **Photographer's** commitment to endeavour to follow the agreed brief in this regard.
- n) **Unexpected Variations:** The **Photographer** reserves the right to refuse coverage if, in his opinion on attendance, the assignment differs substantially, deliberately and / or negligently from what was agreed at the time of booking. The quoted price will still be levied.

- o) **Image Review:** No review or post processing of images will take place or be available at, or immediately after the shoot without prior arrangement.
- p) **Photographer Substitution:** 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. No right to cancel or postpone will be accepted solely because such a substitution has been necessary.

8) HEALTH AND SAFETY

- a) **General:** The **Photographer** will comply with the **Health and Safety at Work Act 1974**.
- b) **Risk Assessment:** Whilst it is not always feasible to carry-out a formal risk assessment in advance of a booking, the **Photographer** will continually bear in mind the safety of himself, the **Client**, the public, subjects and any others during the shoot. Should any situation arise which presents a risk of harm, the **Photographer** reserves the right to cease work until it is dealt with.
- c) **Mitigation:** Where aspects of the shoot present identifiable risks (such as trip hazards from lighting equipment), the **Photographer** will firstly take all reasonable steps to mitigate the risks (by placing warning tape on the floor, for example) and secondly, by informing the **Client**.
- d) **Client Obligations:** The **Client** must take all reasonable steps to protect the safety of the **Photographer** whilst he is on their assignment, in respect of their obligations under the Act.
- e) **Provision of Information:** The **Photographer's** personal adherence to the **Client's** Health and Safety policy is dependent on such information being made available and / or induction being provided as appropriate.
- f) **Portrayal of Subjects:** Where those being photographed must be pictured as observing Health and Safety rules (such as wearing correct PPE, for example), it is the **Client's** responsibility to provide written details of such requirements to the **Photographer** and where possible assist with their observation during the shoot.

9) AFTER THE ASSIGNMENT

- a) **Timescale:** Processed images will be supplied within the time frame agreed at booking, but standard supply is within one working week. This will usually be in the form of an email with a link to the downloadable private online gallery. Where a physical disk has been requested, this will be posted via Royal Mail First Class and proof of postage obtained.
- b) **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 as well as being supplied in any combination of portrait or landscape orientation at the **Photographer's** discretion. Images will usually be post processed to correct colour balance, contrast, brightness, output sharpness and size. They may also be processed in accordance with the **Photographer's** creative style.
- c) **Shot Selection:** The **Photographer** retains the right to choose which shots are used or omitted to fulfil the brief and interim proof shots will not be provided to the **Client** for approval before post processing / submission, unless by prior agreement.

- d) **Specific Needs**: 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 versions of the supplied selection may be available, but only if a demonstrable reason is given (which MUST be agreed at the time of booking) such as the need to re-work by a graphic artist.
- e) **Right to Refuse**: The **Photographer** reserves the right to refuse post-processing which in his opinion conflicts with his artistic style, ethics, intention to fairly represent the subject, or may break the law.
- f) **Original Images**: No unused and / or original camera images will be supplied and no right of use, ownership or access to such is granted or implied.
- g) **Usage Obligations**: 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 the law, their own guidelines, the wishes and authorisations of those pictured, any copyright or licensing stipulations and the 'Licence to Use' granted by the **Photographer**.
- h) **Supply of Invoice**: 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.

10) COPYRIGHT OWNERSHIP AND 'LICENCE TO USE'

- a) **Copyright**: I work in accordance with the **Copyright, Designs and Patents Act 1988** and retain ownership of copyright as the author of the work. Copyright in all work is retained worldwide by the **Photographer** at all times and nothing shall be deemed as a release, transfer, assignment or other disposal of the **Photographer's** rights in images, unless agreed in writing at the time of booking.
- b) **License to Use**: I licence my images for use by the **Client** over a specified period of time 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.
- c) **Standard 'Licence to Use'**: The following constitutes the standard 'Licence to Use' which is granted to all **Clients**. It may be varied in writing at the time of booking, in which case that wording will supersede this wording.
"The **Client** is granted a 'Licence to Use' the images supplied by the **Photographer**, in respect of the agreed payment being made, solely for the purposes agreed in writing in the brief and / or other correspondence relating to this booking. The Licence is granted Worldwide, in perpetuity, with exclusivity for 5 years. This Licence incorporates acceptance of my Terms and Conditions of Business."
- d) **Exclusivity**: Exclusivity applies only to the specific images supplied and not other similar images, whether or not derived from the same shoot but not supplied as finished work to the **Client**.

- e) **Scope:** A 'licence to use' is granted in respect of processed images supplied by the **Photographer** in the fulfilment of the brief and those images supplied shall wholly constitute said fulfilment. It does not grant supply of or entitlement to any other unused and / or raw images. Similarly, title to any materials used in producing the images rests with the **Photographer**.
- f) **Reproduction of Images:** Images (be they electronic or physical prints) may not be copied, reproduced, duplicated, manipulated, reworked or 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.
- g) **Invoice Payment:** 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 use 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.
- h) The 'Licence to Use' comes into effect from the point at which finished images are supplied to the **Client**. 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 or a longer period of exclusivity 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.
- i) **Licence Revocation:** The 'Licence to Use' is granted only to the **Client** as they and / or their company exist at the time of booking. If the **Client** moves business, or changes ownership, the Licence is not transferred and shall be automatically revoked.
- j) **Expiration of Licence:** 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.
- k) **No Free Use:** Absolutely no free-of-charge use of my images or reworkings thereof is allowed or implied. This includes use online, in social media, in print, broadcast, whether privately or shared with others. No 'fair use' is granted beyond the narrow provisions of UK Law, regardless of where the images are sourced or to which purpose they are put.
- l) **Metadata:** Embedded copyright metadata should not be modified or removed from images.
- m) **Identification:** My images will usually contain author copyright metadata and / or a watermark. However, this is not required for the assertion of copyright ownership and the absence or removal of such information will not be accepted as an excuse for breach of copyright.
- n) **Third Party Use:** Supply of images by the **Client** for use by third parties must be expressly agreed beforehand.

- o) **Archiving:** 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**.
- p) **Reworking:** Manipulation or reworking, or use of only a portion of an image may only take place with the written permission of the **Photographer**.
- q) **My Use of Images:** The **Photographer** retains the right to be recognised as the author of the work and to personally 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 confidentiality / non-disclosure shoots preclude, this must be agreed in writing at the time of booking and will incur an upcharge to the bill total.
- r) **Credit:** Where the 'License to Use' permits use of the images on social media, the **Client** should only publish / share images with a credit to **Bob Greaves Photography**.
- s) **Passing-off:** Any passing-off (whether deliberately or by omission) of the **Photographer's** images as the **Client's** own work will be treated as a breach of copyright.
- t) **Sub-Licencing:** 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**.
- u) **Acknowledgement:** Some of the images used on my website and in my portfolio are from when I was employed by the **Reading Chronicle** and **Shropshire Star** newspapers. Whilst exercising my right to be recognised as the author of all my works, their copyright in the images is duly acknowledged.

11) SUPPLIERS TO THE PHOTOGRAPHER

- a) **Release Forms:** A model or property release form may have to be completed. The **Photographer** reserves the right to withhold payment and / or supply of images if such a form is not completed and returned.
- b) **Withholding of Payment:** Payment to models may be withheld, reduced 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**.
- c) **Insurance:** It is the model's (or agency's) responsibility to ensure that any necessary personal insurance is in place.
- d) **Working Status:** The model is not employed by the **Photographer** and the model / agent undertakes to conduct their own affairs regarding health and safety, tax, etc.
- e) **Invoice:** A formal invoice and / or receipt for monies due / paid to a model is required by the **Photographer** for accounting purposes.

12) INVOICE PAYMENT

- a) **Supply:** An invoice will be supplied following the completion and delivery of images. This will usually be a PDF supplied via email, but can be sent by post if requested.

- b) **Receipt:** A receipt will not be routinely issued following payment, but the **Photographer** will happily supply one at the **Client's** request.
- c) **Point Of Sale:** For point-of-sale cash transactions, an email receipt will be supplied. A printed invoice or receipt will not normally be issued, but may be requested.
- d) **Physical Goods:** All fees are payable before issue of any physical goods (prints, etc.)
- e) **Payments:** 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.
- f) **Reference:** Please quote the invoice reference on all payments, including online banking transactions, to ensure your payment can be reconciled.
- g) **UTC:** My Unique Tax Code Reference is 28500 62460.
- h) **Timescale:** Payment becomes due **upon supply of invoice** and settlement must be made **within 30 days** of that invoice date. During the 30 days, it will be deemed 'outstanding'. After 30 days it will be deemed 'overdue'.
- i) **Client Responsibility:** Timely payment of the invoice is the sole responsibility of the **Client**. No variation to the **Photographer's** payment terms is acceptable because the **Client** is awaiting payment from any third party, or any other accounting or cash-flow issue.
- j) **Withdrawal of Labour:** If a **Client** has an unpaid overdue invoice, the **Photographer** reserves the right to (without penalty) withdraw all other work for that **Client** - including attendance at previously made bookings, or new bookings – until the account is settled in full.
- k) **Debt Recovery:** After 30 days, further charges may be added to the outstanding debt in accordance with HMRC guidelines. Any legal, professional or other out-of-pocket fees or expenses incurred by the **Photographer** in respect of pursuing outstanding debts will also be chargeable to the **Client**.
- l) **Insolvency:** 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 an invoice.
- m) **Licence Revocation:** 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 henceforth be regarded as breach of copyright and action taken as such.
- n) **Acceptance:** Payment of the invoice is deemed as full acceptance of all work supplied and completed.

13) RETENTION OF IMAGES

- a) **ALL** usable images – original and edited - will be retained by the **Photographer** for a period of at least one month after the shoot.
- b) Original unedited images may be **permanently and irrevocably deleted** after this time.
- c) After six months **ALL IMAGES** may be **permanently and irrevocably deleted**.

- d) In the event of backup failure, corruption or other unforeseen eventuality, the **Photographer** gives no guarantee of availability of any images for any time period whatsoever, beyond the date of initial provision. 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.
- e) In the very rare and unlikely event of irretrievable memory card corruption or other data loss *before* submission, the **Photographer** will only be subject to resolution according to his Guarantee (contained herein) and accepts no additional liabilities in respect of any claimed consequential losses incurred by the **Client**.

14) IMAGE HOSTING

- a) Supply of images is usually via private downloadable online gallery. From here – using your web browser – you can view your images, download them individually or all at once and share to Facebook if you wish.
- b) Your gallery of edited images will remain online for one month after the shoot. 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 reinstatement.
- c) Interruption: Online hosting is provided by a third-party and is a temporary, free-of-charge courtesy to the **Client** for the delivery and display of the images provided to them. The **Photographer** cannot be held responsible for any interruption or change to hosting services by our provider. It is provided without guarantee and may be transferred to another host or withdrawn altogether at any time. At the discretion of the **Photographer**, there will be no obligation to continue to host images for any period into the future. For this reason, it is recommended that you download and back-up all files at the earliest opportunity.
- d) **Unavailability:** In the unlikely event that online hosting is unavailable at the point of initial supply of images, restitution will be limited to supply of all images on a posted physical disk.

15) CLIENT CONFIDENTIALITY AND PRIVACY

- a) **Confidentiality:** 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.
- b) **Privacy: 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.
- c) **Information I Collect:** 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.
- d) **Purposes:** 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.
- e) **Data Storage:** 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.
- f) **Data Integrity:** 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.
- g) **Mailing List:** If you are no longer happy for me to contact you periodically to offer services or promotions, please email me to be removed from our mailing list.
- h) **Right to Information:** 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) **My Use of Images:** I may use your images on our website, or in marketing materials, as a means of promoting the business and to provide examples of past work to new clients. If you do not want me to do this, please notify me in writing.
- j) **Limit of Distribution:** 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** in respect of 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).
- k) **Recording:** Video and audio may be recorded at assignments for a variety of purposes including but not limited to the creation of promotional materials, tutorials, social media, record keeping, security of the **Photographer** and public, etc. If this is not acceptable, please notify the **Photographer** in advance.

16) WEBSITE & COOKIES

- a) www.bobgreaves.com shotu.co.uk shotu360.co.uk and their associated websites may use cookies.
- b) **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.
- c) **Cookies on our websites:** 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.
- d) **Social Media:** Linked social media sites such as Facebook, Twitter, YouTube, etc. 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.
- e) **Opting out of cookies:** A pop-up message will appear on your first visit to the website. You can block cookies being stored on your computer by declining at this message, or through the settings on your internet browser. Note though that blocking cookies may limit a website's functionality or even prevent you using it altogether.

17) INDEMNITY

- a) It is the **Client's** responsibility to ensure that all necessary rights of access, model releases, clearances, waivers, permissions and consents which may be required for reproduction of people, places or items depicted within any images are obtained.
- b) 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.
- c) **Consequential Loss:** 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.

18) APPROVAL / REJECTION OF WORK

- a) **Review Period:** There will be no review period unless expressly agreed in advance.
- b) **Rejection:** Unless a rejection fee has been agreed in advance, there is no right to reject based on style, composition, artistic interpretation, circumstances arising at the shoot or any factor outside of the **Photographer's** control.

- c) **Complaints**: If you are dissatisfied in any way with the service / images you have received or the finished product I have provided, you should notify me immediately and in any case within 3 days of receipt / completion, so attempts can be made to rectify the issue in accordance with my guarantee below.

19) GUARANTEE

- a) **Guarantee**: I will always endeavour to provide customers with the best possible level of service. If issues do arise, I am committed to resolving them amicably.
- b) **Resolution**: Wherever possible, 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:
- re-attendance for shooting of new images, at no additional charge.
 - re-editing of existing images, at no additional charge.
 - the supply of replacement goods (in the case of prints, albums, etc.), at no additional charge.
 - 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 charge levied).

20) REVISIONS

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

----- July 2019 -----