

Commercial Photography Terms and Conditions

1. Definitions

For the purpose of these Terms and Conditions the following definitions will apply-

- 1.1 **Dean Elliott Photography** refers to trading name **Dean Elliott Photography**.
- 1.2 **Client** is the person/organisation to which the invoice is addressed, regardless of whether or not the client is acting for a third party or any other customer purchasing prints/digital images.
- 1.3 **Photographs** refers to and includes prints, negatives, transparencies, design, artwork, montage digital files/images/scan or any other item supplied by Dean Elliott Photography for reproduction purposes.
- 1.4 **Reproduction** includes any form of copying or publication of Photographs supplied by **Dean Elliott Photography**, and whether or not altered by photography, printing, projection, scanning, artist's illustration/reference, presentation, layout, electronic/mechanical reproduction or any other form of storage.

2. Copyright

- 2.1 **Dean Elliott Photography** holds the whole copyright in the Photographs. This is maintained at all times and internationally, regardless of country.
- 2.2 **Dean Elliott Photography** provides the technical and artistic licence to portray an idea photographically and sells the right to reproduce those photographs in a given context. No copyright or property in any photographs shall pass to the Client whether on its submission, or upon the grant of reproduction rights by **Dean Elliott Photography**.
- 2.3 Reproduction rights that may be granted are by way of licence. Therefore no partial or other assignment of copyright shall be implied.

3. Ownership of Materials

- 3.1 Title to all Photographs remains the property of **Dean Elliott Photography**. If there are time limitations with regards to the Licence to use the material and they have expired, the Photographs must be returned to Dean Elliott Photography in good condition within 30 days.

4. Use

- 4.1 **Dean Elliott Photography**, with prior agreement, is solely responsible for providing Licence to use or reproduce any image.
- 4.2 The Licence to Use begins from the date of payment of the relevant invoice(s). Photographs must not be used before payment in full of the relevant invoice(s) without the written permission of **Dean Elliott Photography**. In the event that prior permission has been granted, use will automatically be removed if full payment is not made by the specified due date or if the Client is put into receivership or liquidation.
- 4.3 Reproduction rights granted to the Client are personal and must not be assigned, nor may any Photographs given to the Client be loaned or transferred to third parties except for the purpose of the exercise by the Client of such reproduction rights.
- 4.4 **Dean Elliott Photography** is within their rights to refuse to supply or grant reproduction licence to a third party when requested to do so by the Client.
- 4.5 Reproduction rights aren't issued exclusively to the Client except when specified on the invoice.
- 4.6 Payment of a further fee will be expected for permission to use the Photographs for purposes outside the terms of the Licence. The fee must be mutually agreed and paid in full before such use.

4.7 Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these Terms & Conditions.

5. Client Confidentiality

5.1 **Dean Elliott Photography** will ensure confidentiality by will not disclosing, to any third parties, or make use of material or information given to them in confidence for the purposes of the photography, except what may be reasonably necessary to enable **Dean Elliott Photography** to carry out their duties in relation to the commission.

6. Indemnity

6.1 While **Dean Elliott Photography** takes all reasonable care in the performance of this agreement, they shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.

6.2 The Client agrees to indemnify **Dean Elliott Photography** in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by **Dean Elliott Photography**.

6.3 It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that **Dean Elliott Photography** gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any image. In the event that the image issued or reproduced by or with the authority of the Client then the Client shall indemnify **Dean Elliott Photography** against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

7. Payment

7.1 Payment terms are strictly 30 days from date of invoice by crossed cheque made payable to **Dean Elliott Photography**, cash or automated credit transfer (BACS). BACS details will be supplied with our invoice upon request if this is a more convenient method of payment. Proof of postage of remittances is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

7.1.1 Small print orders and 'one offs' will be subject to prior payment in full before any order is completed.

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment of commercial debts act if we are not paid according to agreed credit terms.

7.2 If payment is not made in accordance with (7.1) above then **Dean Elliott Photography** may rescind this Agreement and recover damages, or, at their option, may exercise their statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

7.3 If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from the issue date, and that **Dean Elliott Photography** may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

7.4 A fee of £10.00 may be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursual of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

7.5 **Dean Elliott Photography** reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of Photographs, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.

7.6 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 is appointed, **Dean Elliott Photography** may at any time thereafter inspect any records, accounts and books relating to the reproduction of their Photographs to ensure that the photographs are being used only in accordance with the reproduction rights granted to the Client.

8. Expenses

8.1 Where extra expenses or time are incurred by **Dean Elliott Photography** as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at **Dean Elliott Photography** normal rate in addition to the expenses shown on the Estimate form as having been agreed or estimated.

9. Rejection

9.1 Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

10. Cancellation & Postponement

10.1 Once the Client has made a booking for a specific time and date, **Dean Elliott Photography** will not accept any other work from other clients for those times and dates.

10.2 As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within one weeks of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by **Dean Elliott Photography**.

11. Right to a Credit

11.1 The licence to use requires that the photographers name 'Dean Elliott' will be printed on or in reasonable proximity to all published reproductions of the photographs. **Dean Elliott Photography** asserts their statutory right to be identified as the author of the work in the circumstances set out in Sections 77 to 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

11.2 Unless otherwise agreed in writing if any image reproduced by the Client omits the copyright notice or credit line specified by **Dean Elliott Photography** any fee payable by the Client shall be subject to an increase specified by **Dean Elliott Photography** and in any event an increase of not less than 25%.

12. Delivery of Photographs

12.1 **Dean Elliott Photography** will edit every take and deliver digital e-proofs of what they consider to be the best representation of every situation covered. As a result, printed contact sheets will only be supplied to the client if agreed so beforehand and will incur a charge for their production.

12.3 All digital files are supplied as jpg files tagged with sRGB colour profiles as requested.

13. Storage

13.1 Save for the purposes of production for the Licensed use(s), the Photographs may not be stored in any form of electronic medium, except for the purposes of backup, without the written permission of **Dean Elliott Photography**. Manipulation

of the image or use of only a portion of the image may only take place with the permission of **Dean Elliott Photography**.

13.2 Every effort will be made to archive the Photographs indefinitely by **Dean Elliott Photography**. However, **Dean Elliott Photography** makes no warranty about the nature of its archive past the date of first delivery of final photographs. Clients are advised to keep a backup of any supplied Photographs for the duration of the licence.

14. Applicable Law

14.1 This Agreement shall be governed by the laws of England & Wales.