



## CHRIS PEARSALL PHOTOGRAPHY - TERMS AND CONDITIONS OF BUSINESS

Thank you for taking the time to read these terms and conditions, but before you do please let us address some common fears of clients to put your mind at rest.

First of all it's important to understand that these terms and conditions exist to protect you, the client, as much as to protect us and for the most part they only become active in the event that something goes wrong. We're glad to say this is a very rare occurrence.

Secondly, some clients express concern about the issue of copyright. Let us lay any concerns to rest and explain a little of why we retain copyright for your benefit.

When your business hires us to take pictures for you, we do retain copyright but we also assume that your business will need to use the pictures for a wide range of purposes: website, newsletter, press release, internal communications, brochures and much more.

Our standard fees reflect the many and varied uses the images will be put to, and we won't be contacting you every time you place a photo in any corporate, promotional material (print or electronic) provided that material is promoting your business and your business alone.

The only restriction we ask to be respected is that when we take pictures for your business or organisation, that they are not shared with other organisations for their own communications and PR without our knowledge. Of course if you're sending out a press release, we expect your target publications to be able to publish the images for free in connection with press releases issued by you.

If you and another business or organisation wish to share the photos for joint publicity, let us know and we'll work something out to cover that.

The reason we retain copyright isn't just to protect us, it also protects you, the end user. The internet is a great place to do business, but there are many people who would love to steal the images we take for you and use them for their own business. Would you rather we pursue infringers of our own copyright, or do you want to be policing your images yourself? We don't charge to deal with infringements (the infringer pays) provided we still own the copyright.

Another example of the benefit of us retaining copyright is that when you send pictures with a press release we can stipulate to the publications that the images are only to be used in conjunction with that press release - and it'll be us doing the pursuing if a publication misuses the images.

Above all else, if there is anything about these T & C's which you don't understand or don't like, it's very simple to email us or pick up the phone to talk about it.

Alternatively, book a photographer who doesn't offer T & C's. You can always hope that nothing will ever go wrong.

Thank you for reading this far, and we hope the following is less worrying in the light of what we've set out here...



## CHRIS PEARSALL PHOTOGRAPHY - TERMS AND CONDITIONS OF BUSINESS

### 1. DEFINITIONS

The placing of an order by the client and the acceptance of that order by Chris Pearsall (hereafter referred to as the Photographer), brings into being a contract on the Photographers' Terms and Conditions as detailed in the following paragraphs. 'Photographs' means all photographic material furnished by the Photographer, whether in physical or electronic format.

### 2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

### 3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer.

### 4. LICENCE TO USE

Licence to use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the client is put into receivership or liquidation. The initial (UK First Use) licence period shall be for one year from the invoice date, and entitles the client to exclusive rights to use the Photographs for the purpose for which they were originally commissioned. Usage beyond the limits and purposes agreed will be subject to further negotiation and additional reproduction fees.

### 5. EXCLUSIVITY

The client will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer during the licence period. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his/her work. After the initial licence period indicated above the Photographer is entitled to use the Photographs for any purpose.

### 6. CLIENT CONFIDENTIALITY

The Photographer will keep confidential and will not disclose to any third parties or make use of any material or 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 obligations in relation to the commission.

### 7. INDEMNITY

In all cases the client will indemnify the Photographer against any expenses, damages, claims and legal costs arising out of any failure to obtain clearances in respect of third party copyright works, trade marks, designs or other intellectual property.

### 8. LIABILITY

Neither the Photographer or its agents shall accept liability for any loss or damage of any kind, including consequential damage howsoever caused, to any goods, materials or other property belonging to the client, whether in transit or whilst in the custody, power or possession of the Photographer. Clients are advised to ensure that material of value is suitably insured against all risks.

### 9. PAYMENT TERMS

Account customers 30 days from date of invoice. Non-account customers on presentation of invoice.

### 10. EXPENSES

Where extra expenses or time are incurred by the Photographer 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 the Photographer's normal rate to the Photographer in addition to the agreed or estimated expenses.

### 11. DELIVERY

Where applicable appropriate charges will be made for post and packing, delivery or electronic file transmissions.

### 12. CANCELLATION

Cancellation fees are payable when a shoot has been confirmed, then abandoned.

Within 24 hours 100% fee plus any expenses incurred. Within 2-6 days 50% fee plus any expenses incurred.

### 13. REJECTION

If no representative of the client is present during a shoot and in the absence of a specific brief or layout the Photographer's judgement is final. Rejection of the work on aesthetic grounds is not acceptable.

### 14. RIGHT TO A CREDIT

It is the legal right of the Photographer to have his/her name printed on or in reasonable proximity to all published reproductions of the Photograph(s). The Photographer also asserts his/her right to be identified as defined by Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment thereof.

### 15. MANIPULATION OF IMAGES

Manipulation of the image, or use of only a portion of the image may only take place with the prior permission of the Photographer.

These Terms and Conditions shall not be varied except by agreement in writing.

All agreements between the Photographer and the client shall be governed by the Laws of England and Wales.