**Terms and Conditions**

The terms listed below shall be deemed as a contract between you (The Client) and Phocus Fotgraphy Limited and no variation or modification to this contract shall be effective unless agreed in writing by both parties.

* **Provision of Services**

Phocus Fotography Limited will carry out digital photography in accordance with agreed instruction from The Client.

A brief for each assignment will be agreed with The Client at the time of commission

Details regarding site access, property position, model release forms and other factors which may have a bearing on Photography should also be provided by The Client at this time.

The Client understands and accepts that the photographic coverage will be as the photographer’s professional expertise determines and that no one photograph will be deemed more important than another.

The photographer will make every effort capture images which are of a quality similar or equal to samples provided at the time of commission.

Special requests are not binding instruction although every effort will be made to comply with The Client’s wishes. Any special requests not notified on a booking form must be made by The Client to Phocus Fotography Limited in writing.

Please note, failure to provide information, which results in an abortive trip to the site, may result in a charge being made by Phocus Fotography Limited to cover time & associated travel costs.

* **Delivery**

All goods will be delivered, in the format agreed at the time of ordering, as soon as possible after completion of the photography. Where possible all deadlines agreed at the time of order will be met, unless notified otherwise (see note below regarding weather conditions).

Please note delivery of panoramic images or other special requests, e.g. photo manipulation, will take longer and a delivery timescale will be agreed at the time of ordering.

* **Digital Manipulation of images**

All digital images usually require some standard alteration in relation to toning, colouring & sharpening, prior to printing, similar to the processes previously carried out in the darkroom. This work is carried out within the costing of Phocus Fotography Limited’s agreed fees and is performed at the photographer’s sole discretion.

Please note that photographs which will be used to sell or market property, or be representative of the state of works at a given time, should not be altered in any way which may misrepresent the property/works concerned, i.e. power lines or background/adjoining buildings removed. If digital manipulation of images is requested Phocus Fotography Limited cannot be held liable for any misrepresentation that may occur if these photographs are subsequently used for such purposes.

* **Copyright**

Any images produced under the terms of this contract by Phocus Fotography Limited are protected by the Copyright and Design Act 1988 and remain the property of Phocus Fotography Limited, whether stored digitally or otherwise. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract unless agreed otherwise with Phocus Fotography Limited

In all cases, unless specifically negotiated otherwise, copyright of all images taken as part of a commission will remain with Phocus Fotography Limited.

Corporate reproduction rights allow photographs to be reproduced by The Client that has commissioned the images. These images may be used by The Client in their own promotional material, for marketing purposes, advertising, internet/intranet sites, on retail goods etc. In instances where photography is commissioned through a third party, e.g. Design Agencies, the Corporate Reproduction Rights extend to the end user of the images. Unless agreed otherwise in writing, the Agency may only use the images for the purposes of supplying the original end user.

In all cases, images (in whole or part) may not be sold or passed to a third party (even without charge) without the express written permission being granted by Phocus Fotography Limited. If such a request is made, Phocus Fotography Limited reserves the right to charge a fee for use of the images by the third party. The level of this fee will be based on the proposed usage of the photograph.

Please note that unauthorised copying of a copyright image (in whole or part) is an infringement of law and as such can be subject to criminal sanctions such as a fine or imprisonment or civil sanctions such as claims for damages, accounts, delivery up or injunctions precluding one's use of the images.

Phocus Fotography Limited reserves the moral right to be credited as the author of any published photographs.

* **Price**

The agreed order will detail the cost of services to be provided by Phocus Fotography Limited & will be based on specific requirements of The Client, e.g. type of photography, panoramic images, additional mileage travelled, etc.

Please note should agreed orders subsequently change, Phocus Fotography Limited reserves the right to charge for additional services provided/time incurred.

* **Payment Terms**

A non-refundable deposit of 20% of the contact price is required at the time of commission.

Full payment of the contract price less any deposit is due within 14 days of presentation of Phocus Fotography Limited’s invoice, which will be issued on provision of the proof images, unless agreed otherwise.

Phocus Fotography Limited reserves the right to charge interest at the prevailing bank base rate +2% if payment is not made within the terms agreed at the time of order.

* **Permission**

In most instances where photographs are taken from public places or highways, permission is not required to carry out photography. In certain circumstances however where access is required to private land to obtain photographs, where parking restrictions are in place, or where a site is close to a sensitive area (Military installation, airport, government buildings, etc.) permission may be required.

The Client will be responsible for obtaining the appropriate permission to enable photography to take place in such areas and in all areas that require photography to be carried out on private land (e.g. retail parks, shopping centres, etc.). Failure to obtain such permission may result in photography not being possible & a charge for travel time and costs may be incurred.

* **Model and Property Release Forms**

Unless specifically agreed in writing prior to the commencement of photography, images will be provided without obtaining model or property release forms. It is solely the responsibility of The Client to obtain such permissions and to make the moral decision whether to publish photographs which contain images of individuals where model release forms have not been obtained, i.e. shoppers in retail parks/shopping centres. Phocus Fotography Limited accepts no liability in circumstances where supplied images are used by The Client without such a release and subsequent action is taken by individuals or companies against The Client. Should The Client require such permissions, Phocus Fotography Limited should be informed prior to the commission being undertaken.

In addition to the above Phocus Fotography Limited accepts no responsibility where images of Trade Marks/Company logos are used by The Client to support other non-associated works.

* **Weather Conditions**

In order to operate safely and within the limits of the equipment, from time to time weather conditions (such as high winds, lightening & rain) may preclude photography from taking place. In such circumstances Phocus Fotography Limited will contact you and arrange to take the photographs as soon as possible after the originally agreed time. Or if this is not possible a variation to the contract price will be agreed.

Phocus Fotography Limited cannot be held responsible for any missed deadlines in respect of you not having placed your order by the agreed deadline due to the prevailing weather conditions. Should work be interrupted by a change in weather conditions, Phocus Fotography Limited will arrange for a further site visit to carry out the completion of the work. Please note there may be an additional charge for re-visiting the site which will depend upon the location and initial client briefing. Or if this is not possible a variation to the contract price will be agreed.

Please note if you have specific requirements regarding weather conditions for your images this must be agreed at the time of order. Phocus Fotography Limited will make every effort to comply with these wishes however it may not be possible to achieve the requested images within a limited timescale.

* **Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

* **Image Use**

Phocus Fotography Limited will not accept any liability should commissioned images be used in a defamatory manner by the Commissioner. Phocus Fotography Limited also reserves the right to object to photographs being used in a manner which distorts, mutilates or is otherwise damaging to the business’ reputation.

Unless specifically stated otherwise by The Client in writing, Phocus Fotography Limited reserves the right to use the commissioned images in promotional material relating to the business. In addition, Phocus Fotography Limited reserves the right to make the images available for sale to a third party, unless specifically stated otherwise in writing, at the time of the commission being carried out.

* **Cancellation**

The Client may cancel this contract at any time by giving written notice to Phocus Fotography Limited. Should cancellation of the contract occur after work has commenced or expenses incurred in relation to the contract these costs will be charged to The Client and will be payable in full.

* **Limitation of Liability**

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

**Insurance**

Phocus Fotography Limited holds Public Liability and Product Insurance as well as Professional Liability Insurance. This insurance is available to inspect by The Client upon request.

* **Complaints**

Any complaints should be raised by The Client with Phocus Fotography Limited, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event no later than 28 days of receipt of the images.