

## PHOTOGRAPHY

### 1. SERVICE

i. You are buying an agreed service (photography) which has been agreed in writing in the form of a brief which you would like to achieve in doing so. We agree to completing this service to the best of our professional ability for the agreed cost.

ii. All work will be completed using digital cameras, and images will be provided via the use of digital download services only. Request for the images to be supplied on a disk or any other hard copy format including prints will be subject to further additional cost.

iii. Images that are required to be in a specific format or size (ie. panorama, oversized pixel count, 50MP for example but not limited to.) should be detailed in the brief before the shoot is carried out. Otherwise all imagery will be supplied in the maximum size our current camera can achieve and as a jpeg which will have been manually processed from the camera RAW file (best quality)

iv. Your payment covers the photographers time & expenses to complete the requested task. It does not buy exclusive use of the imagery, but it does buy royalty free use of the images supplied.

v. Re-sale of the images supplied to stock libraries is not permitted, not is the use for commercial products that will be sold on a retail basis (eg. canvas prints, art prints, mugs, t-shirts etc. etc.) Please contact for enhanced licensing agreements.

### 2. COPYRIGHT

i. The copyright Designs and Patents Acts assign the copyright of the images to the photographer – Andrew Sparkes trading as Pinhole Design.

ii. Images are supplied on a royalty free usage, with zero restriction on reproduction or usage for an indefinite period of time once the agree invoice has been paid.

iii. If the images are reproduced/published in any format (not limited to digital/print/social media etc. etc.) and the invoice remains unpaid for any reason beyond the payment terms of Pinhole Design of 30 days net from invoice date. Then each image will be subject to a rights managed licence of £375 + VAT per format printed or published.

### 3. DISPLAY

i. The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

#### 4. CREATIVE LICENSE, COVERAGE AND REPRODUCTION

i. Photographs taken during the course of any shoot will be at the discretion of the photographer although every effort will be made to comply with the clients requirements & brief as outlined.

ii. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer will do their best to honour the requested photographs but shall only do so based upon ability to do so lawfully (that images are taken legally and do not breach any privacy or copyright laws, such as being on private land without express permission or including any people or persons that form the main composition of the image that would require a model release.)

iii. Location shoots are undertaken on the understanding that the photographer will capture the images requested from a public place which ensures that no privacy laws are broken.

iv. For a booking involving the necessity of a sunny period of time long enough to complete the requested shoot, clear communication from the photographer to the client will be made, and agreed with the client based on a number of recognised weather forecasting providers (such as [www.bbc.co.uk/weather](http://www.bbc.co.uk/weather), [www.metcheck.com](http://www.metcheck.com) & [www.metoffice.gov.uk](http://www.metoffice.gov.uk) but not limited to) that the agreed date is forecast as suitable on the day before the shoot. If on arrival the weather is not as forecast and isn't looking like it will become suitable in the coming hours then the shoot will be aborted and a set fee of £125 + mileage @ £1 per mile, both + VAT at the current prevailing UK rate will be invoiceable.

v. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs,

vi. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

#### 5. STOCK LIBRARIES

i. Images taken on a location shoot and that are not subject to privacy laws & release licences may be uploaded to online stock libraries for royalty free licensing sales for Pinhole Design

#### 6. MISCELLANEOUS & FORCE MAJEURE

i. You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

ii. If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

iii. Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

iv. We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

v. The contract between Pinhole Design and the Client shall be governed by and construed in accordance with English Law. Complaints must be made within 10 working days of receiving your goods. Any complaints made after this time period are void of any right to refund or re-shoot.