

EDWARD BISHOP / PHOTOGRAPHER

TERMS & CONDITIONS

Flat 4, 54-56 Brunswick Place
Hove, East Sussex. BN3 1NB

Definitions.

All references in this agreement to the term 'Client' shall refer to the person(s) or company directly employing the Photographer or, where the client is not a direct client (i.e. a third party or agency), that third party or agency shall be interpreted as the 'Client'.

All references to the term 'Photographer' shall refer to 'Edward Bishop', 'Edward Bishop Photography Ltd' as well as any subcontractor in their employ for the duration of a project.

All references in this agreement to the term 'Photography', 'Photograph(s)', 'Photo(s)', 'Image(s)' and 'Film(s)' cover both still and moving images and associated sound recordings, including individual RAW video clips and sound recordings, as well as complete films containing multiple clips and audio recordings.

By hiring the Photographer for photographs / films / products / services, etc. you, the Client, agree to the following terms and conditions in perpetuity:

Agreement.

The agreement between the Photographer and Client governs the assignment described in the accompanying estimate and, along with these terms and conditions, constitutes the entire agreement between the parties concerning the assignment.

1) Rights of client to reproduce the images:

The Client, on full payment of the associated invoice(s), is granted rights / licence for all photographs and/or films as selected and provided by the Photographer for the specific use as agreed with the Photographer in the Usage Agreement.

Territory and period of use to be agreed in advance between the Client and Photographer and detailed in the Usage Agreement.

Photos and/or films produced for the Client may be used for all marketing and self-promotion through electronic and printed forms associated with the specified project.

Direct advertising usage must be negotiated and agreed with the Photographer on a separate basis.

The client will not make any alterations (cropping, editing, post-production) to the photos and/or films without written permission from the Photographer.

The ownership and subsequent copyright of the photos and/or films remains with the Photographer.

2) Limitation on third party use:

A license is granted only to the paid client and not to any third party.

Any third party including (but not limited to): architects, builders, designers, and all contractors involved with the project interested in usage of the photos and/or films must contact the Photographer directly for licensing fees.

The Client may not resell, copy, transfer, etc., any of the photos and/or films owned by the Photographer to a third party.

3) License to use and third party use exclusions:

The licence to use the photos and/or films only applies to the 'Client', as agreed at the time of commission. The Photographer MUST give written permission or agreement before any benefit of the licence or any use of the photos and/or films can be assigned to ANY third party.

The licence to use the photos and/or films comes into effect from the date of payment of the relevant invoice.

Provisional license to use the photos and/or films is granted for a period of 30 days from date of delivery. The license is immediately revoked if payment of the relevant invoice for the photos and/or films is not made within 30 days or if the Client is put into receivership or liquidation.

Any unauthorised third party use of the photos and/or films will be seen as a breach of UK copyright law and pursued accordingly.

Using any of the photos and/or films without a valid license is considered copyright infringement in violation of the Copyright, Design and Patents Act of 1988.

4) Copyright / retention of image rights:

All photos (RAW or processed) and/or video footage (RAW or processed) and/or audio recordings remain the copyrighted property of the Photographer. The Photographer owns all photos and/or video footage and/or audio recordings and their copyrights unless otherwise stated in writing.

Unless otherwise agreed in writing the Client does not automatically have the rights to any RAW photos, RAW video footage or sound recordings captured in the process of producing the photos and/or films as described in the brief.

The Photographer holds the right to publish & use photos and/or films created for advertising & self-promotion. This includes the right to place the photos and/or films within a stock library/agency for further sales & licencing purposes.

The Photographer has the right to licence the photos and/or films to a third party for possible worldwide non-exclusive use.

Client agrees to allow the Photographer to display and post online photos and/or films, project information and Client information at the Photographer's discretion. Client name may be used for the Photographer's self-promotion unless asked otherwise.

The Photographer is not responsible for the posting of photos and/or films to third party websites. The Photographer is not responsible for issues or complaints in the event of decreased quality on third party website.

5) General terms:

Prices subject to change without notice.

The listed terms and conditions represent the only contract between the Photographer and the Client (unless specified otherwise).

Terms and conditions subject to revision.

The Photographer is an independent contractor and not the Client's employee. Client is not an agent for the Photographer and cannot make agreements on their behalf.

6) Author right to credit of images:

All published usages, either in print or electronic of photos and/or films captured by the Photographer shall be accompanied by a written credit to the Photographer, as per the Usage Agreement, within reasonable proximity of the photos and/or films.

The Photographer asserts his statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

7) The Commission:

By scheduling a shoot with the Photographer, the Client and property owner agree to property photography and/or filming release without signature.

Client or representative of the Client should be present at the shoot to give access to property and discuss shots needed and other considerations and requests. If the Client cannot be present, then a written brief to specify exact shots desired must be delivered no later than 24 hours prior to the shoot. Directions or briefs will not be accepted over the phone.

8) Rejection:

The Client has no right to reject the supplied photos and/or films on the basis of style, composition or subsequent non-requirement of photos and/or films.

Unless specified in the initial brief, the Photographer shall exert creative control on the style/tone of the photos and/or films made.

9) Cancellation / Postponement:

An assignment booking is considered agreed and firm from the date of confirmation. If a confirmed shoot is cancelled or postponed for reasons outside the control of the Photographer (including, unless previously agreed in writing, unsuitable weather / light), the Photographer reserves the right to charge a cancellation fee at the following rates together with all incurred expenses:

The Client will be charged 50% of the agreed fee if the commission is cancelled or postponed less than one week (7 days) before the agreed date, 75% of the agreed fee if the commission is cancelled or postponed less than 48 hours prior to the commission, and 100% of the agreed fee if less than 24 hours.

If a postponed booking is rescheduled (and completed) within 60 days of the original assignment date then a discount of 25% may be applied to the cancellation fee.

10) Exclusivity:

Should the Client wish to use the Photographs to the exclusion of all other parties for a set period, then a separate fee shall be negotiated in writing. However, the Photographer retains the right in all cases to use the photos and/or films in any manner at any time regardless of any exclusive period agreed and in any part of the world for the purposes of promoting his work. Upon expiry of the exclusivity period the Photographer shall be entitled to use the Photographs for any purposes.

11) Releases and clearance:

The Client shall be responsible for obtaining ANY and ALL required clearances, and will indemnify the Photographer against all expenses, damages, claims and legal actions and/or legal costs arising out of any failure to obtain such clearances.

Furthermore, the Client is responsible for obtaining all necessary permissions and releases for usages that require any property or model releases, unless agreed and delivered by the Photographer.

12) Retouching:

The normal agreed daily rate includes basic and reasonable (explained to Client on request) post-processing of digital files prior to sending to the Client. If the Client requests additional post-processing work the Client will be charged at the rate quoted and agreed for any such additional work.

13) RAW Files:

RAW files (video and/or photos) are not supplied unless by prior agreement with the Photographer and will only be supplied once the associated invoice has been settled in full.

14) Extensions to original fee:

Where extra time or expenses are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at their request or on their behalf by an authorised third party, the Client shall give approval and be liable to pay such extra expenses or fees at the Photographer's normal agreed daily rate to the Photographer in addition to the expenses and fees as having been agreed or quoted.

15) Project Overrun:

Unless previously agreed, where a project runs for longer than 1 year from initial quote to final delivery, costs for all outstanding work (shoots, editing time, retouching, etc.) will be liable to a 20% increase.

16) Applicable law:

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

17) Variation:

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

(Last updated January 2024)

