

Terms and Conditions

1. DEFINITIONS

For the purpose of this agreement "the Photographer" refers to James Matthews of Eyes2Me Photography. "the Agency" or "the Client" shall, where the context so admits, include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Client" shall be interpreted as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The Photographer retains the entire copyright of the Photographs at all times throughout the world. The Client is granted a license to use the images, as agreed in the invoice, only upon receipt of payment in full.

3. OWNERSHIP OF MATERIALS

The Photographs remain the property of the Photographer at all times. When the licence to use the Photographs has expired there must be no further use of any image previously supplied in a digital or electronic format. If any physical copies were delivered, these must be returned to the Photographer in good condition within 30 days.

4. USE

The Licence to Use comes into effect from the date payment is received from 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 in writing. Any permission that may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Agency or Client is put into receivership or liquidation. The Licence only applies to the Agency or Client and as stated on the Licence to Use and its benefit shall not be assigned to any third party without the Photographer's permission. Permission to use the Photographs for purposes outside the terms of the Licence will normally only be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions. In the case of printed publications, two copies of the relevant pages containing any picture supplied are to be furnished to the Photographer free of charge within 30 days of publication. In other media, evidence of use must be made available if requested.

5. EXCLUSIVITY

The Agency or Client can be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. 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 work. This includes publication as part of the Photographer's portfolio on his website and on any social media platform provided it is only used in a positive way. Images may also be published at the discretion of the photographer on various websites and blogs of a photographic nature. After any exclusivity period, indicated in the Licence to Use, the Photographer shall be entitled to use the Photographs for any purposes.

6. CLIENT CONFIDENTIALITY

The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him 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

The Photographer agrees to indemnify the Agency or the Client against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he was responsible in respect of third-party copyright works, trademarks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Agency or Client shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. PAYMENT

Payment by the Agency or Client will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge compensation and interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

9. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or Client, or otherwise at their request, the Agency or Client will be liable to pay such extra expenses or fees at the Photographer's normal rate in addition to the expenses having been agreed or estimated in the Quote.

10. REJECTION

Unless a rejection fee has been agreed in advance, the Agency or Client has no right to reject the Photography on the basis of style, composition, angle of shooting or colour rendition.

11. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his discretion, charge a fee for cancellation or postponement of the shoot. If the photographer has already started travelling to the shoot, 100% of the creative fee + costs already incurred + travel + mileage will be charged if the shoot is postponed/cancelled for any reason, including weather. If the shoot is postponed for reasons other than weather, the following fees will be charged:

Within 48 hours from the start of travelling to the shoot = 25% of the creative fee + costs already incurred.

Within 24 hours from the start of travelling to the shoot = 50% of the creative fee + costs already incurred.

12. RIGHT TO A CREDIT

The Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By affirming this "Right to a Credit" the Photographer also 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. Failure to properly credit or tag Photographer will constitute copyright infringement. The following notations, or similar, on or near the photo in legible text are acceptable:

1.Photo "by Eyes2Me Photography" for any other published materials, in digital or printed forms. Instagram stories do not require crediting.

13. APPLICABLE LAW

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

14. VARIATION

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