

# Karen Rangeley Photography

## Terms and conditions of Business

### 1. Definitions

For the purposes of the agreement, "The Photographer" means Karen Rangeley Photography. "The Client" means any person, body of persons, firm or Company with whom the Photographer enters into a contract for the sale of goods or provision of services by the Photographer.

### 2. Acceptance of Terms and Conditions

All contracts and transactions between the Photographer and the Client whether verbal or in writing, are subject to these terms and conditions, which shall be deemed to be incorporated into any contract between the Photographer and its Clients.

### 3. Copyright and Ownership of materials

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by the Photographer is owned by the Photographer. Unless the Photographer gives written authorisation, the Client is forbidden by law to copy any images created by the Photographer and agrees that all photographic reprints or digital duplications made from images created by the Photographer, shall only be carried out by the Photographer. Manipulation/cropping of the image, may only take place with the permission of the Photographer. The Photographer's name must be shown on very close to, all reproductions of photographs which are published by the client/third parties.

### 4. Grant of Licence and permitted usage.

The client is granted a single use, non-transferable, non-exclusive licence to use the images for web publication and for specific print use, as agreed and specified on the estimate and final invoice.

Where the client requires third party editorial usage eg images circulated to the media, all images must be credited to the Photographer.

Any Licences granted to the client are only operational when payment is made in full.

Once the licence period expires, the images may not be used without the agreement of the photographer. The client will be able to extend the licence on a per image basis as recommended by the Association of Photographers, based on media usage, territory and time period.

### 5. Permitted usage

Images may only be used for non commercial purposes and the client may not sell, rent, lease, or sublicense the photos to any other companies. An agreement must be reached with the Photographer if the pictures are used for a different purpose or after the Licence to use has expired. The Photographer reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the Photographer's invoice and/or estimate.

The Photographer reserves the right to make reproductions of images created during assignments for marketing and editorial purposes and will ensure that use of the images does not harm the reputation of the company or brand in any way

### 6. Payment and contingency expenses

All prices quoted to the Client apply only to the original job description and specifications given to the Photographer by the Client.

The Photographer reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, the Photographer shall endeavour to provide an indication of any additional charges.

Unless credit terms have been agreed between the Client and the Photographer, payment is due on receipt of invoice.

Invoices that are not paid within one month of the invoice date will incur a 5% late payment charge.

### 7. Force Majeure and termination.

The Photographer shall not be liable to the Client for delays in performance generated by causes [force majeure] beyond the Photographer's reasonable control and without her fault or negligence, including but not limited to accident, illness, Acts of God, or of the Public Enemy, acts of war, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather.

In the event it shall become impossible for the Photographer or Client to perform their obligations under this Contract for reasons of Force Majeure, the party so unable to perform, may terminate this Contract upon written notice to the other. In such event, the Client shall pay the Photographer only for work completed [and expenses incurred] at the time of termination.

### 8. Cancellation and postponement

In the event of cancellation by the client for reasons not listed above more than 48 hours before the start of the contracted shoot date, the Client will pay the Photographer for work completed [and expenses incurred] at the time of cancellation. If cancellation falls within 48 hours of the start of the contracted shoot, the client is liable for the estimated cost as detailed on the estimate, unless agreed otherwise in writing by the Photographer. Should the appointment be postponed and a new booking confirmed, all monies paid may be applied to the new booking.

### 9. Public Liability Insurance and Indemnification.

The Photographer is covered by Public Liability Insurance to the sum of £5,000,000 via International Insurance Company of Hannover Limited, Policy number AIR/13/00001.

The client agrees to indemnify and hold the Photographer harmless against any and all claims or liabilities asserted against the Photographer, arising out of access to these photos or in any connection with the breach of any of the terms of this agreement.

### 10. Privacy

Where the venue is on private property, the Client is responsible for informing the Photographer of the venue's photographic policy and wherever possible will advise the photographer of individuals that DO NOT wish to be photographed.

In both public and private venues, the Photographer will endeavour to ensure that privacy of the subjects is respected and will not photograph people who express concern over having their photograph taken.