

TERMS AND CONDITIONS

Martin Gomez trading as Your Portrait Photo

1. Definitions

For the purposes of this agreement, “The Photographer” is Martin Gomez trading as Your Portrait Photo and “the Client” is Martin Gomez “Images” means any images furnished by The Photographer, whether photographs, prints or other type of physical or electronic material”.

2. Copyright and Ownership of Materials

The entire copyright, title, and intellectual property rights of any Images will remain that of The Photographer at all times throughout the world.

3. Right to a Credit

The Photographer asserts both his moral right to be identified as the author of his work and the right to a credit (where possible) is asserted in accordance with Sections 77 – 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof. Please credit the photographer as ‘Martin Gomez’.

4. Use

5. Images are to be used as agreed at the time of booking and at the time of agreeing the fee. The licence to use is limited to the use and period of time specified on The Photographers booking form and no other use may be made of the Images without the Photographers express permission. An agreement must be reached with The Photographer before Images are used for any other purpose or after the licence to use has expired.
6. Manipulation of the Images or use of only a portion of Image may only take place with the permission of the Photographer.
7. When the license to use has expired an additional charge has to be agreed for extended usage with the Photographer.

5. Exclusivity

6. The usage rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties (save for the purpose of the work by the Client of such reproduction/usage rights/PR).
7. The Photographer reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.
8. The Photographer retains the right in all cases to use the Images covered by this agreement at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

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, save as to be reasonably necessary to enable the Photographer to carry out his obligations in relation to the work

7. Booking

8. The Client will be required to complete a Booking Form (via website booking system or email). On receipt of a completed booking form, The Photographer will send an email as confirmation. The booking will then be considered Confirmed.
9. Once the Client has made a booking for a specific time and date and this date/time has been Confirmed by The Photographer, The Photographer will not accept any other work from other clients for those times and dates.

8. Cancellation or Postponement by the Client

9. When a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels photography within less than 7 days business of any confirmed date, a fee of 20% of the booked time rate will be charged. (ii) When a client cancels photography within less than 48 hours of any confirmed date/time, a fee of 100% of the booked time rate will be charged.

10. When a booking is confirmed, if it is subsequently postponed, the Photographer will at his discretion charge a fee for postponement.
11. In addition, the client may be charged for any expenses incurred by The Photographer as a result of cancellation or postponement.

9. Cancellation by the Photographer

The Photographer is unable to attend on a booked date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc. In the event of such cancellation by The Photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid to the Photographer by the Client at that time.

10. Rejection

Unless a rejection fee is agreed in advance, there is no right to reject the Images on the basis of style or composition.

11. Charges and Timings

12. Charges are shown on the website www.yourportraitphoto.com These prices are non negotiable.
13. If The Photographer provides a quote to The Client, the fee will be charged at that agreed rate. The Photographer generally requests a brief at the time of booking (via email or verbally).
14. Where extra expenses or time are incurred or needed by the Photographer as a result of alterations to the original brief by the Client or otherwise at their request, the Photographer will reserve the right to charge the Client extra expenses and fees.
15. If The Client changes the length of the job, the fee will increase as per the agreed hourly rate. If The Client is delayed or running late and the job runs into extra time again the fee will increase as per the agreed hourly rate. The Photographer will make The Client aware of timings and should the work run into extra time he will make the client aware of this and the associated costs. There is a mutual understanding between The Client and The Photographer that punctuality is important and respected by all parties.

16. If it becomes apparent when the job starts that it is a much bigger or different job to the agreed brief it will be made clear to the Client that The Photographer's fee may increase. If the Photographer is unable to contact the client/payer of invoice at that time work will stop until contact has been made.
17. On the occasion that incorrect information is given by the Client regarding a booking (wrong location, wrong time etc.) or the Client fails to arrive at the agreed location/time, the full fee will be charged to the Client.
18. If on arrival at a booked job there is an issue (outside of the Client or Photographer's control) such as bad lighting or restrictions in use of where the shoot is taking place, a fee may be charged to cover time.
19. Quoted fees include mileage up to 80 miles round trip. Additional mileage will be charged at 50 pence (GB pounds sterling) per mile thereafter.
20. Any congestion charges, road toll charges and parking costs will be billed to the client as a Photographer expense and will be added onto the invoice.

12. Payment Terms and Payment

13. Instant payment is required via the online booking system.
14. Payment terms on invoice only are strictly 14 days from the date of the relevant invoice ("the Due Date") unless agreed in advance and in writing;
15. The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment Of Commercial Debts (Interest) Act 1998 from the due date until the date payment is made.
16. If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due with immediate effect, even if it is less than 28 days from the issue date, and that The Photographer may consider these invoices as overdue when pursuing legal action for the recovery of said debts.
17. Payment by BACS is preferred and bank details will be provided on the invoice. We do not accept payment by cheque.

13. Liability and Indemnity

It is the Client who must satisfy him/herself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that The Photographer gives no warranty or undertaking that any such rights, model releases or consents have been or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the Image issued or reproduced by or with the authority of the Client does not have the necessary rights, releases or consents, then the Client shall indemnify The Photographer against all expenses, damages, claims, or legal costs arising out of any such failure.

14. Archiving of Images

All final images will be stored and archived by The Photographer for 1 year. If archived photographs are required after that time or additional storage time is required an admin. fee may be charged. If The Photographer loses images stored in archive or they are stolen, The Photographer is not liable beyond 1 year of storage. Within 1 year, The Photographer is liable to the cost of the originals (a return of the original fee).

15. Applicable Law

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

16. Variation

No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

For more information on photographers rights please visit
<https://www.the-aop.org/information/copyright-4-clients>