

PHOTOGRAPH YOUR WORLD

Terms and Conditions

The following terms and conditions apply to the Agreement (see definition below) and each future request received by the Photographer from the Client (see definition below) from time to time unless otherwise agreed in writing. The communication of a request by the Client for the supply of services and/or materials shall amount to the Client's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Client, whether attached to, enclosed with or referred to in any purchase order of the Client or elsewhere. They may not be varied except by written agreement between the Photographer and the Client.

Definitions

"Agreement" the terms and conditions as set out herein

"the Photographer" means Mary Rose Harman trading as Photograph Your World.

" the Client" means the person, firm or company described as such overleaf

"Forms" include any of the forms used by the Photographer whether or not printed on the reverse of these Terms and Conditions.

"Material(s)" means mounts, frames, albums either ordered at the same time as images or on a separate occasion and any other items including images and trademarks contained in the Photograph your World website.

"Images" means all photographs and visual representations furnished to the Client by the Photographer whether captured delivered or stored in photographic magnetic optical electronic or any other media.

"Royalty Free" images expressly specified as royalty free on the relevant Forms, are released to the Client as a one off payment, to the Photographer for each image or set of images in addition to the payment for the photo shoot and any restrictions are expressly specified with regard to the use of the specified images on the Forms. The specified images are royalty free on the basis that it is the Client's responsibility to obtain the necessary permissions for usages that require any property and or model release not delivered by the Photographer,

"Trademark" means the business name with logo of Photograph Your World.

"Order" means any request, order, commission or instruction by or on behalf of that Client

"Price" means the price for the Order as set out overleaf

Parties

This Agreement is made between Photograph Your World "the Photographer" and the Client relating to the provision of services by the Photographer. Please read this Agreement carefully before accessing the services. By using the services you agree to be bound by all the terms and conditions set out herein.

Charges and Expenses

A free half hour consultation is provided by phone or email.

Photo shoots last up to 2 hours including the free half hour consultation but this time can vary according to the type of assignment.

No VAT applicable.

Terms of Payment and Fees

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The Photographer shall be entitled to full payment specified overleaf for the photo shoot on account at the outset of the matter.

If agreed between the Photographer and the Client payment of the assignment will be due within 28 days from the date of the invoice.

Reshoot

The Client will be charged the full fees and further expenses for any re-shoot. Any re-shoot required because of any reason outside the control of the client, specifically including but not limited to acts of god, nature, war, terrorism, civil disturbance then the Client will pay all expenses incurred and the Photographer will not charge an additional fee.

Should the Photographer charge for special contingency insurance and is paid in full for the shoot the Client will not be charged for any expenses covered by the insurance. A list of exclusions for such insurance is available on request.

Rejection or cancellation or postponement

A booking is considered firm as from the date of confirmation and accordingly the Photographer will at his or her discretion charge a fee for cancellation or postponement.

Unless a refund fee has been agreed in advance the Client shall have no right to terminate the Agreement, allege breach of contract or seek any cancellation, reduction or repayment of the Order agreed.

Indemnification

It is the Client's sole responsibility to obtain necessary permissions for usages that require any model or property releases. It is the Client's sole responsibility to determine whether any model or property releases that are delivered by the Photographer are suitable for the Client's purposes.

The Client agrees to fully defend and indemnify the Photographer against any loss, damages, costs and claims from viewing or use of the Services.

The Photographer shall not be liable for any damage and or loss as a result of the Client's negligence, acts and or omissions either knowingly or otherwise.

In the event that any liability is apportioned the Photographers liability for all and or any claims shall not exceed in the total amount paid under the invoice

Return and Removal of Images

The Client assumes insurer's liability

- (a) to indemnify Photographer for loss, damage, or misuse of any Image(s) and Materials,
- (b) to return all Images and Materials prepaid and fully insured, safe and undamaged, by registered mail.
- (c) To indemnify and defend the Photographer against all claims, liability, damages, costs, and expenses including reasonable legal fees and expenses arising out of the creation or any use of Images or arising out of the use of any Materials furnished by the Client.

Unless the right to archive Images/Materials has been specifically granted by the Photographer on the front of this document, the Client agrees to remove and return or destroy all digital copies of all *Images*, not paid for.

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All Images and Materials shall be returned, and all digital files created by or on behalf of Client containing any Images shall be delivered to Photographer, deleted or destroyed, within 28 days from the date of invoice

Failure to return Images and Materials on time will result in loss to the Photographer due to his resulting inability to use such Images/Materials to promote business. Client assumes full liability for its principals, employees, agents, affiliates, successors, and assigns (including without limitation independent contractors, messengers, and freelance researchers) for any loss, damage, delay in returning, deleting or destroying, failure to return, or misuse of the Images and Materials.

Quality

Save as otherwise agreed between the Client and the Photographer, the Photographer shall be entitled to use her judgment regarding the style and artistic input in the production of the Image(s)

Photograph Your World can not guarantee that the colours contained within a print of an Image will be reproduced identical to that produced on the Client's computer monitor or printer.

Alterations

The Client will not make or permit any alterations including but not limited to additions, subtraction, or adaptations in respect of the Images except where consent is granted by the Photographer it is reasonable to do so.

Copyright

Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one year from the date hereof and to usage in print (conventional non-electronic and non-digital) media in Great Britain. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on a cover of a publication may be used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to the Client unless and until Photographer has received payment in full. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times the Photographer's customary fee for such usage.

Digital files may contain copyright and other information imbedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act.

All Images, Materials and Trademark contained in the business stationery, advertising, promotional and any associated material of Photograph Your World including the website is owned or licensed to Photograph Your World and protected by the copyright laws of England.

Data Protection and Privacy

Any information collected from the Client shall be kept confidential and will not be shared with any third party unless the Client has agreed to do so by signing the relevant Forms.

The Client accepts the risk that data transmitted electronically to the Photographer via this website or otherwise may be intercepted before reaching the Photographer or accessed from the Photographer's data storage means by third parties unauthorised by the Photographer, and may be exploited unlawfully by such third parties. The Photographer does not assume responsibility for guarding against the acts of such unauthorised third parties.

We are committed to protecting your privacy. We will:-

- only use the Client's registration information to monitor and track enquiries within Photograph Your World
- only use the Client's personal details to respond efficiently to the Client's enquiry

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- use aggregate (anonymous) data to provide statistical analysis to help understand usage patterns within Photograph Your World
- reserve the right to contact the Client to participate in surveys designed to evaluate and improve the service unless the Client advises Photograph Your World in writing not to do so.
- If changes to the privacy policy are required Photograph Your World will post those changes on the website in order that Client's and users are always aware of what information Photograph Your World holds and how it is used.

Your Warranties

The Client agrees and warrant that the information the Client has provided to register for the services is true and correct, and that if any information in the Clients registration changes, the Client will notify the Photographer.

Liability

The Photographer shall not be liable to the Client for any breach of this Agreement of delay or failure to provide the services if the delay or failure was caused by matters beyond the Photographer's reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website and e-mail updates. We do not guarantee that these will be fault free and do not accept liability for any errors or omissions.

In no event shall the Photographer be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the Website, Services and or products provided save where such liability cannot be excluded by law

General

The terms of this Agreement are subject to English law and the exclusive jurisdiction of the Courts of England and Wales.

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded to the fullest extent permitted by law.

If any of the terms of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms of this Agreement and the remainder of the provision in question shall not be affected

No failure by the Photographer to implement or enforce any of the terms of this Agreement shall operate as a waiver of such rights or prejudice its rights under this Agreement in any other way. Your acceptance of this Agreement denotes a declaration by you that you understand the restrictions on our service

All fees and expenses payable under this agreement are required irrespective of whether Client makes actual use of the Images or any licenses to use them, specified in writing. Unless specifically provided elsewhere in this document, no reprographic, reprint, republication or other secondary reproduction usages may be made, and usage rights are granted only for one-time.

Photograph Your World Website

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By using the Photograph Your World website you are indicating that you have legal authority to accept these terms and conditions. This website contains proprietary notices and copyright information, which you agree to observe and follow.

The Photographer does not and cannot review all communications and/or materials posted on its website, and, as such, are not responsible in any manner for the content of posted communications or materials.

Information may be changed or updated without notice.

The Photographer gives no warranty that the website will always be accessible and accepts no liability for any loss which may result when the website is not available.

Photograph Your World may contain links and advertisements from other websites, however these other websites are not controlled by Photograph Your World and we are not responsible for any content contained on any such website or any loss suffered to you in relation to such websites.

Disclaimer

Photograph Your World uses reasonable efforts to ensure the accuracy, the correctness and reliability of the content of Photograph Your Worlds Website but makes no representations or warranties as to the contents accuracy, correctness or reliability.