

DAMIEN VICKERS PHOTOGRAPHY TERMS AND CONDITIONS FOR COMMERCIAL WORK.

DEFINITIONS.

(a) For the purpose of this agreement "the Agency" and "the Client" shall where the context so admits include their respective assignees, sub-licensees and successor 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. (b) For the purpose of this agreement "The Photographer" will mean the Author of the Photograph or Damien Vickers. (c) "Photographs" and "Works" means all photographic material furnished by the Photographer, whether prints, digital files (RAW) or any other type of physical or electronic material in existence now or yet to be developed. (d) All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the Photographer are the only ones applicable. (e) Other Terms and Conditions proffered by the Client are specifically excluded unless agreed in writing beforehand by the Photographer. (f) Where time is of the essence the Photographer entirely at its own discretion may accept an instruction given orally, in this event the Photographer shall accept no liability for any error in executing the order. (g) Unless the Photographer is given prior written notice by the Client, the person placing or signing the order on behalf of the Client is deemed to be authorised to do so. (

COPYRIGHT.

(a) The Photographer retains the entire copyright in the Photographs and Works at all times.

(b) Where reproduction of Works has taken place and settlement has not been made, the Photographer will make such charges to the publisher of those images as falls within the Copyright, Designs and Patents Act 1988.

OWNERSHIP OF MATERIALS.

The ownership of both the final images (JPG files) and original negative (RAW files) remain the property of the photographer (Damien Vickers)

USE

The images are only to be used by the client and any other 3rd party that have been agreed with the photographer in writing prior to their use.

The Photographer Damien Vickers reserves the right to share any images for their own promotional use via their website, printed media or social media unless previously agreed with the client in writing.

INDEMNITY.

(a) It is the responsibility of the client to satisfy himself/herself/It's self that all necessary rights, model releases, clearances or consents which may be required for reproduction of people, places or items depicted within any Works are obtained.(b) It is acknowledged that the Photographer gives no warranty or undertaking that any such rights, releases or consents are 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.(c) The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot.(d) In all other cases the Client shall indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

PAYMENT.

(a) Payment by the Client will be strictly within 30 days of the issue of the relevant invoice for the commissioned work.(b) Thereafter, further charges may be applied at the discretion of the photographer.

EXPENSES.

(a) Where extra expenses or times are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise .The Client shall give approval to and be liable to such extra expenses or fees, in addition to the fees and expenses shown on the Estimate as having been agreed or estimated.

REJECTION.

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

CANCELLATION & POSTPONEMENT.

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

RIGHT TO A CREDIT.

(a) The Licence to Use requires that the Photographer's name 'Damien Vickers' or 'Damien Vickers Photography' will be printed on or in reasonable

proximity to all published reproductions of the Photograph(s).

APPLICABLE LAW.

(a) This agreement shall be governed by the Laws of England & Wales.

VARIATION.

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