

Terms and Conditions

Date: Effective from March 2018

These are industry standard terms and conditions courtesy of the Association of Photographers and the Association of Editorial Photographers UK

1. Definitions

In this Agreement the terms (a) image includes a digital image, digital scan, photograph, transparency, negative, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction: (b) reproduction includes any form of publication or copying of the whole or part of any image and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means (c) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

2. Copyright

(a) Any images or copies of images are protected by the Copyright and Design Act 1988 and remain the copyright of Gabriella Karney Photography at all times throughout the world. No copyright for any image shall pass to the client and shall not form part of any agreement

(b) Gabriella Karney Photography supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to the Client whether on its submission, or on Gabriella Karney Photography's grant of reproduction rights in respect thereof.

(c) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

3. Use

(a) The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images before payment in full of the relevant invoice(s) without the express permission of Gabriella Karney Photography. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.

(b) Reproduction 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 exercise by the Client of such reproduction rights.

(c) Gabriella Karney Photography reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

(d) Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

(e) Permission to use the images for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use.

(f) Unless otherwise agreed in writing, all further Licences in respect of the images will be subject to these Terms & Conditions.

4. Client Confidentiality

(a) Gabriella Karney Photography will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable Gabriella Karney Photography to carry out their obligations in relation to the commission.

5. Indemnity

(a) While Gabriella Karney Photography takes all reasonable care in the performance of this agreement generally, they shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.

(b) The Client agrees to indemnify Gabriella Karney Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by Gabriella Karney Photography.

(c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Gabriella Karney Photography gives no warranty or undertaking that any such rights, model releases or consents have 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 image. In the event that the image issued or reproduced by or with the authority of the Client then the Client shall indemnify Gabriella Karney Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

6. Payment

(a) To confirm the booking, a deposit is required to be paid upfront as well as full acceptance of the terms and conditions. Payment must be settled before images are delivered to the client. Payment is accepted by bank transfer, Pay-Pal or Credit Card. Payment terms are strictly 30 days from date of invoice. Proof of postage of remittances is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment of commercial debts act if we are not paid according to agreed credit terms.

(b) If payment is not made in accordance with (a) above then Gabriella Karney Photography may rescind this Agreement and recover damages, or, at their option, may exercise their statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

(c) If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from the issue date, and that Gabriella Karney Photography may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

7. Expenses

(a) Where extra expenses or time are incurred by Gabriella Karney Photography as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at Gabriella Karney Photography's normal rate in addition to the expenses shown on the Estimate form as having been agreed or estimated.

8. Rejection

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

9. Cancellation & Postponement

(a) Once the Client has made a booking for a specific time and date, Gabriella Karney Photography will not accept any other work from other clients for those times and dates.

(b) As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within one weeks of any confirmed date, a fee

of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by Gabriella Karney Photography.

10. Delivery of Goods Once payment has been received and post production completed, the photographer will release the final, high resolution JPEG files to the client. Unsuccessful or unedited RAW files will not be supplied to the Client.

11. Storage

(a) Every effort will be made to archive the images indefinitely by Gabriella Karney Photography. However, Gabriella Karney Photography makes no warranty about the nature of its archive past the date of first delivery of final images. Clients should treat the delivered files carefully, and we recommend that you keep a safe copy for the duration of the licence. Any duplication or resupplying of the images after first delivery will incur additional charges.

12. Portfolio Use

The Photographer may use images from the session for portfolio, website, social media, and marketing purposes.

Clients may opt out of this usage by notifying the Photographer in writing prior to the session.

13. Applicable Law

This Agreement shall be governed by the laws of England & Wales.

14. Variation

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