

## Terms and conditions of business

It is mutually agreed that the following terms form an integral part of this contract and that no variation or modification shall be effective unless accepted by Individual Photography Limited [the photographer] in writing.

### WEATHER AND/OR DELAYS

For outside shoots, weather permitting, the photographs will be taken as agreed. In the event of inclement weather the photographer, in cooperation with the client will make the necessary changes to their schedule. Similarly, when delays occur due to circumstances outside his control, the photographer will stay on beyond the agreed time but will charge an additional fee for extra time involved.

### REQUESTED PHOTOGRAPHS

The photographer will honour requests for specific photographs subject to the following: weather and time permitting; availability and the cooperation of the person(s) concerned.

### COVERAGE

The photographer does not guarantee any specific photograph nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the client's wishes. Individual Photography will offer technical recommendations only.

### COLOUR MATCHING and SIZES

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographer will endeavour to achieve a pleasing overall colour balance based on natural flesh tones. It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor. Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players, particularly older models. All print and presentation sizes quoted are approximate and subject to the discretion of the photographers.

### COPYRIGHT

The copyright in all photographs created by the [photographer] shall remain the property of [the photographer] in accordance with the Copyright, Design and Patents Act 1988. The Client(s) shall have no right to reproduce, or to authorise the reproduction of, by any means whatsoever, any photographs created by [the photographer]. This includes photocopying, scanning into computer, photographing with a film or electronic camera, including a video camera, and producing either a hard copy on paper, film, or similar medium, and also recording an electronic image on a computer hard disc, or any tape, disk or other recording medium. Nor is it permitted to transmit or allow to be transmitted such images by cable, radio waves or the internet. The Client(s) hereby acknowledges that infringement of [the photographer's] copyright is unlawful and may be a criminal offence. The photographer accepts no responsibility for the quality and colour reproduced from third party printers of images taken from Copyright free images supplied, due to variations in paper and third party printing processes and profiles.

### DIGITAL IMAGES

All digital files created by [the photographer] shall remain the property of [the photographer] who undertakes to store all such digital files safely for a minimum of two years and make them available for future reproduction within that timescale. Photographic prints will become and remain the property of the Client(s). However the Client(s) specifically acknowledge that ownership of prints does not imply ownership of the copyright in the images on them, or any right to reproduce, or authorise the reproduction of, such images. If the client purchases digital files then these will be supplied with the appropriate licence for use.

### ALBUMS

All images required for the album must be advised to the photographic studio (Individual Photography) with 3 months of the date of the final photo shoot, unless Individual Photography has been authorised to choose the images. Failure to do so could result in increased costs for the manufacture of the album. Any such costs after 3 months will be passed on to the client. The photographer will supply the album and number of pages that has been ordered subject to any variations that the client may make. Any variations over and above that originally order by the client will be charged at the rate current at the time of commission, and will be included in the final account. The photographer agrees to allow 6 hours for the creation of the album with and will include up to two sets of design changes. Any increase on this allowance will be charged at the hourly rate in force at the time of the commission.

### MODEL RELEASE

The CLIENT hereby grants to Individual Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Individual Photography and its legal representatives and assigns from all claims and liability relating to said photographs