

Graham Betts Photography

Including, f8 Photo Shots, Secret Focus and Marches Digital.

PHOTOGRAPHY BOOKING & TERMS AND CONDITIONS

1. **DEFINITIONS:** For the purpose of these Terms and Conditions, "Client" means the person commissioning photography and shall where the context so admits include their assignees, sub licensees and successors in title. "Licence" means any agreement issued to the client by the photographer covering permitted use of images. The "Photographer" in this document refers to Graham Betts and/or f8 Photo Shots, Secret Focus and Marches Digital. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.
 2. **SERVICES:** You can select your service from one of our published packages or ask for an individual quotation for a different requirement. All photo shoots are by appointment only and subject to these Terms and Conditions.
 3. **MINORS:** The Photographer will only work with persons aged 16 or over, unless part of a family group. Proof of age may be requested. If you are aged between 16 and 18, a signed consent from a parent or guardian is required and a chaperon will be present during the photo session.
 4. **DEPOSITS & PAYMENT:** Deposits and fees are payable by the Client within 2 days of the provisional booking. The balance of the sum becomes payable on arrival or at the scheduled start of the photo shoot.
 5. **ADDITIONAL SERVICES & EXPENSES:** Where extra expenses for supplementary services such as 'make up' are provided, these shall be paid with the deposit. Where further expenses or time are incurred by the Photographer 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 the Photographer's normal rate to the Photographer in addition to the expenses as having been agreed or estimated.
 6. **REFUNDS, CANCELLATION & POSTPONEMENT:** A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his discretion, charge a fee for 'no show', cancellation or postponement. The Photographer will give a full refund if he is responsible for cancelling the appointment and a rearrangement is not possible or acceptable to the model or client.
 7. **COPYRIGHT:** Copyright of all images taken belongs to the Photographer. The commercial use by the client is not permitted unless a commercial usage licence/agreement is agreed in writing before the images are taken. Use by any other person without permission or for any unauthorised purpose is strictly forbidden. High resolution images (as defined in the delivery details) and PROOFS must not be placed onto the internet without express written permission from the Photographer and internet publication without this consent will be considered a copyright infringement. Legal action will be taken to the full extent of the law in the case of copyright infringement.
- ### 8 MORAL RIGHTS
- 8.1 The Photographer asserts the moral rights to be identified as the author of the Photographs in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988. The removal of copyright watermarks is not allowed without permission.
- 8.2 Subject to Clause 8.3 the Photographer acknowledges that, under Section 85 of the Copyright, Designs and Patents Act 1988, where the Photographer has been commissioned by the Client for private or domestic purposes, the Client has the rights not to have: (i) copies of the Photographs shown in public, (ii) the Photographs exhibited or shown in public, and (iii) the Photographs communicated to the public.
- 8.3 The Client agrees that, notwithstanding Section 85 of the Copyright, Designs and Patents Act 1988, the Photographer may use the Photographs or Digital compositions for general promotional advertising for the Photographers Business, commercially, and is entitled to use all images produced for exhibitions, editorials, digital and print marketing, publications, websites, social media and/or display purposes.
9. **MODELS & TFP/TFCD:** Models working on a time for prints basis will be required to sign a standard 'Model Release Form' confirming their agreement to the publication and use of any photographs taken. A copy of the 'Model Release' is available on request. Unless otherwise agreed, the model and photographer will each pay their own expenses.
 10. **FLASH PHOTOGRAPHY:** Flash photography is used during photo sessions and can result in a rapid sequence of flashes. The Photographer cannot be held responsible for any medical condition that may be affected by the normal process of flash photography.
 16. **APPLICABLE LAW:** This agreement shall be governed by the laws of England & Wales.

11. **INDEMNITY:** The Photographer agrees to indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Client shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

13. **THIRD PARTIES:** The Photographer does not accept any liability for incidents occurring beyond his control or during a photographic event conducted at another location where the client or a third party is responsible for the service provided, property and associated environment.

14. **SMOKING:** In accordance with the law no smoking is permitted in any work space used for photo shoots. Where the client has arranged for a location photo shoot, including their home, it is their responsibility to ensure compliance with the law.

15. **GIFT VOUCHERS:** Gift Vouchers are valid for 3 months from the date of issue or an alternative period as advertised or agreed. Expired vouchers may be redeemed against products available from current price lists but will be subject to any price increase or adjustments.

16. **APPLICABLE LAW:** This agreement shall be governed by the laws of England & Wales.

17. **VARIATION:** These Terms and Conditions shall not be varied except by agreement in writing.

February 2017