

Photographer's Terms and Conditions



1. Application

These terms apply to all commissions undertaken by the Photographer and to any associated Usage Licences.

Where a separate Licence to Use document is issued, that document defines the specific permitted uses of the images.

2. Definitions

- **Photographer:** James Morris
- **Client:** The commissioning party
- **Assignment:** The agreed photography commission
- **Licensed Images:** The final selected images supplied to the Client
- **Usage Licence:** The agreed rights to use the Licensed Images
- **Estimate:** Any written quotation or proposal issued by the Photographer setting out fees, deliverables, and usage for an Assignment.

3. Estimate and Scope

The Estimate defines the scope of the Assignment, including fees, deliverables, and intended usage.

Deliverables consist of final edited images supplied in high-resolution and web-ready formats, along with a contact sheet, presentation document, and Usage Licence.

The number of final images supplied is as specified in the Estimate.

Agreement of shoot dates constitutes acceptance of the Estimate.

The Assignment relates to the project as presented at the time of photography.

Any changes to the brief may result in additional fees or revised deliverables.

4. Conduct of the Shoot

The Photographer will work in line with the agreed brief and will take reasonable account of Client input on site.

If the Client is not present, the Photographer's interpretation of the brief will apply.

5. Fees and Expenses

Fees are as stated in the Estimate.

Expenses are estimated in advance where possible but may vary where required to fulfil the brief.

Additional work requested by the Client will be charged accordingly.

6. Cancellations

If a confirmed shoot is postponed or cancelled, a fee may be charged depending on the notice given and the Photographer's ability to reallocate the booking.

Cancellations within 5 working days may be charged at up to 50% of the agreed fee.

Any deposit paid is subject to the terms set out in Clause 14.

All incurred expenses remain payable.

7. Delivery

The Photographer will deliver the Licensed Images within a reasonable timeframe following the shoot.

Any required deadlines must be agreed in advance of the Assignment.

8. Image Selection and Acceptance

The Photographer will supply a curated selection of final images reflecting the agreed brief, subject to site conditions, available access, and circumstances outside the Photographer's control.

The selection and editing of images is at the Photographer's discretion.

The Client shall not be entitled to reject images on the basis of style, composition, or creative interpretation.

9. Copyright and Usage

All copyright remains with the Photographer at all times.

The Client is granted a licence to use the Licensed Images in accordance with the agreed Usage Licence.

Use outside the agreed licence requires prior written agreement.

10. Image Integrity

The Licensed Images must be used as supplied.

Any material alteration or manipulation requires prior written agreement.

11. Third Party Use

The Client is responsible for ensuring that any third parties using the images comply with the Usage Licence.

No third party use is permitted unless expressly allowed within the licence.

12. Client Responsibilities

The Client is responsible for ensuring that the site is prepared and ready for photography at the agreed time.

This includes ensuring that spaces are complete, accessible, and presented as intended, and that any necessary permissions are in place.

The Photographer is not responsible for delays, limitations, or compromised outcomes resulting from site conditions, access restrictions, or the actions of third parties.

Where the agreed brief cannot be completed due to site conditions or access limitations, additional time or return visits may be required and may be charged accordingly.

13. Portfolio Use

The Photographer retains the right to use the Licensed Images at any time for:

- Portfolio
- Website
- Awards
- Editorial and promotional purposes

Reasonable consideration will be given to confidentiality where required.

14. Payment

A deposit of 25% of the agreed fee is required to secure the booking.

The booking is not confirmed until the deposit has been received.

The deposit is non-refundable in the event of cancellation. Where a shoot is postponed and rescheduled, the deposit may be carried forward at the Photographer's discretion.

The Usage Licence is conditional upon full payment and does not take effect until payment has been received in full.

Invoices are payable Net 15 days.

Late payments may incur interest in line with statutory provisions.

15. Liability

The Photographer shall not be liable for any loss of profit, loss of business, loss of revenue, or for any indirect or consequential loss, whether arising in contract, negligence, or otherwise, in connection with the Assignment.

The Photographer's total liability for any claim arising out of or in connection with the Assignment shall be limited to the total fees paid by the Client.

Nothing in these terms shall limit or exclude liability for death or personal injury caused by negligence, or for any other liability which cannot be excluded by law.

16. Confidentiality

The Photographer will treat as confidential any information provided by the Client in connection with the Assignment and will not disclose such information to third parties, except where reasonably necessary to carry out the Assignment.

The Photographer is not responsible for any breach of confidentiality by third parties not under their direct control.

17. General

No delay or failure by either party to exercise any right under these Terms shall constitute a waiver of that right.

Neither party may assign or transfer its rights or obligations under these Terms without the prior written consent of the other.

Any notices under these Terms may be given by email and shall be deemed received at the time of transmission.

These Terms, together with the Estimate, constitute the entire agreement between the parties and supersede any prior discussions or agreements.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force.

Nothing in these Terms shall create any partnership, joint venture, or employment relationship between the parties.

No person who is not a party to these Terms shall have any right to enforce any of their provisions.

These Terms are governed by the laws of England and Wales.