

Tim Gander T/A Press Photos Terms and Conditions

Thank you for taking the time to read these terms and conditions, but before you do please let me address some common fears of clients to put your mind at rest.

First of all it's important to understand that these terms and conditions exist to protect you, the client, as much as to protect me and for the most part they only become active in the event something goes wrong. I'm glad to say this is a rare occurrence.

Secondly, some clients express concern about the issue of copyright. Let me lay any concerns to rest and explain a little of why I retain copyright for your benefit. When your business commissions me to take pictures, I do retain copyright but I also assume that your business will need to use the pictures for a wide range of purposes: website, newsletter, press release, internal communications, brochures and much much more. My standard fees reflect the many and varied uses the images will be put to, and I won't be contacting you every time you place a photo in any corporate, promotional material (print or electronic) provided that material is promoting your business and your business alone.

The only restriction I ask to be respected is that when I take pictures for your business or organisation they are not shared with other organisations or individuals for their own communications and PR without my knowledge. Of course if you're sending out a press release, I expect your target publications to be able to publish the images for free in connection with press releases issued by you. If you and another business or organisation wish to share the photos for joint publicity, let me know and we'll work something out to cover that.

The reason I retain copyright isn't just to protect me, it also protects you, the end user of the images. The internet is a great place to do business, but there are many people who would love to steal the images I take for you and use them for their own business. Would you rather I pursue infringers of my own copyright, or do you want to be policing your images yourself? I don't charge to deal with infringements (the infringer pays) provided I still own the copyright.

Another example of the benefits of me retaining copyright is that when you send pictures with a press release I can stipulate to the publications that the images are only to be used in conjunction with that press release and I will pursue any publication using the images beyond this remit.

Above all else, if there is anything about these T&Cs which you don't understand or don't like, it's very simple to email me or pick up the phone to talk about it.

There are photographers who do not have T&Cs. I wish them well, but I wouldn't work with them myself.

Thank you for reading this far, and I hope the following is less worrying in the light of what I've set out here.

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Terms and Conditions Issued by Tim Gander T/A Press Photos.

1. Definitions

For the purpose of this agreement "the Client" shall where the context so admits include their respective assignees, sublicensees and successors in title. "The Client" refers to the Photographer's direct client or the client's agent as applicable. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material. "The Photographer" refers to Tim Gander.

2. Copyright

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. Ownership of Materials

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs must be returned to the Photographer in good condition within 30 days.

4. Use

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. 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. The Licence only applies to the Client and product as stated on the invoice and its benefit shall not be assigned to any third party without the Photographer's permission. Accordingly, even where any form of "all media" Licence is granted, the Photographer's permission must be obtained before any use of the Photographs for other purposes, e.g. use in relation to another product or sub-licensing through a photo library. Permission to use Photographs for other 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. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these Terms and Conditions.

5. Exclusivity

The Client will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, the Photographer retains the right in all cases to use Photographs in any manner, at any time and in any part of the world for the purposes of advertising or otherwise promoting his work. After the exclusivity period indicated in the Licence to Use or on the invoice, the Photographer shall be entitled to use the Photographs for any purpose.

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6. Client Confidentiality

The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his obligations in relation to the commission.

7. 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 clearances for which he 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 shall indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. Payment

Payment by the Client will be expected for the commissioned work within 30 days of the issue of the relevant invoice(s). If the invoice is not paid, in full, within 30 days the Photographer reserves the right to charge late payment charges and interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made. If the Client wishes to question the invoice, this must be done in writing not more than 14 days after the date of issue of the invoice.

9. Expenses

Where extra 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.

10. Rejection

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

11. Cancellation and Postponement

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

12. Right to a Credit

The Photographer asserts his statutory right to be identified as the author of his work as set out in Sections 77-79 of the Copyright, Designs and Patents Act 1998 or any amendment or re-enactment thereof.

Continued:

13. Electronic Storage

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

14. Applicable Law

This agreement shall be governed by the laws of England and Wales.

15. Variation

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

Studio 5, The Old Church School, Butts Hill, Frome, Somerset, BA11 1HR
Mob: 07703 124412. E-mail: tim@timgander.co.uk
Online portfolio: www.timgander.co.uk