

Definitions:

For the purpose of this Agreement:

- **'The Client'** means the individual or company identified in the Licence to Use and/or who has commissioned or bought the photographs; **'the Company'** means **Nick Caville Architectural Photography**; **'Photographer'** means the individual who created the Photographs; **'Photographs'** means all photographic material and video produced by the Company, whether comprising digital files or any other type of physical and electronic material.

COPYRIGHT

The copyright is the Photographer's and is retained by the Photographer at all times throughout the world. This can only be varied by the written agreement of the Photographer.

LICENCE TO USE

All rates include a standard usage licence for the purpose of self promotion and marketing of the commissioning client. This licence is valid forever, and for any and all marketing/promotional use by the client, any time, anywhere. Any third party usage (eg. Contractor, supplier for flooring) must be renegotiated with the Photographer.

SCOPE OF WORK

The fee agreed with the client includes all photography on site, all editing (including basic retouching at the editor's discretion) and delivery in a high resolution JPEG format, or TIFF upon request. Any additional retouching will be charged at a rate of £100 per hour, agreed separately from the original commission.

SHARING COSTS

Prior to any assignment - clients must inform the Photographer of any co-commissioners with whom they wish to share the costs of a commission. A £400 licensing charge will be added to the fees for each **extra** party wishing to share costs. E.g. If sharing costs equally with one other party: add £400 and divide the total invoice by 2. If sharing equally between two other parties: add £800 and divide by 3. The total cost can be shared however the parties wish.

RIGHT TO A CREDIT

The Photographer asserts his statutory right to be identified in the circumstances set out in the Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment of reenactment thereof. The Photographer's name must be made available within a reasonable proximity to all published reproductions of the photograph(s).

EXPENSES

All expenses figures provided in advance of a shoot are estimates only and the client should allow a minimum 10% contingency budget in all cases.

The Photographer will endeavour to work within the agreed cost estimate, but individual costs within the estimate may vary at his discretion to enable the most effective pursuance of the brief. 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 its request, the Client shall be liable to pay such extra expenses and additional fees at the Photographer's normal rate

PAYMENTS

All invoices must be paid within 30 days of the date of issue unless arranged otherwise.

The Company reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.

All payments are due in pounds sterling unless expressly stated otherwise.

ARCHIVING

Once the Client has received the agreed work the Company takes no liability or responsibility of the data afterwards.

REJECTION

If a party acting on behalf of the Client is not present during the shoot then the Photographer's interpretation of the brief is deemed acceptable to the Client. There is no right to reject works on the basis of style or composition or any other reason outside of the control of the Photographer such as the unfinished state of a building project.

EXTENT OF LIABILITY

The Photographer and Company entire liability to the Client in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with any shoot carried out for the Client shall be limited to the Photographer's fee for work. The

Photographer nor Company shall not be liable to the Client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Photographer or Company, the Photographer's servants or otherwise) which arise out of or in connection with the shoot. Notwithstanding the above, nothing in these terms and conditions excludes or limits the liability of the Photographer or Company for death or personal injury caused by the Photographer's negligence or that of his employees, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal for the Photographer or Company to exclude or attempt to exclude his liability.

INDEMNITY

The Photographer shall only be responsible for obtaining any clearances in respect of third party copyright works, consent of people in the images through model release or verbal consent where appropriate (to comply with GDPR), trademarks, designs or other intellectual property if this has been expressly agreed in writing 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.