

# Event Photography Terms & Conditions

## Payments & Expenses

- 50% of the final payment is required on agreement of the contract and the final 50% on the day of event.
- Product will be delivered once final payment has been received and cleared.
- Payment by bank transfer.
- Client is responsible for all expenses incurred during all stages of filming/photographing an event. Including but not exclusively: transport, food, accommodation & equipment hire.
- All prices quoted to the client apply only to the original job description and specifications given by the client. Ben Perkins reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, Ben Perkins shall endeavour to provide an indication of what these additional charges will be.

## Conduct

- The client is responsible for the behaviour of any persons accompanying them to an event.
- Ben Perkins reserves the right to terminate any assignment without notice if he deems the clients behaviour to be unruly or unsafe. In such instances, Ben Perkins reserves the right to charge the full fees and expenses.
- The client will fully reimburse Ben Perkins or his agents for any loss/damage they cause to property or equipment.

## General

- The client's requirements must be clearly provided in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Ben Perkins and may incur further cost.
- E-mail correspondence shall be sufficient to prove changes to agreements as long as it is acknowledged with a response.

## Copyright

- In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by Ben Perkins is owned by him. Unless Ben Perkins gives written authorisation, the client is forbidden by law to copy any images created by Ben Perkins and agrees that all photographic reprints, digital duplications or copies of any type made from images created by Ben Perkins shall only be carried out by Ben Perkins. The licence to reproduce such images is granted to the client on the understanding that all invoices are paid within Ben Perkins' stated payment terms.
- Reproduction rights (if and when granted) are strictly limited to the use specified on Ben Perkins' invoice and/or quotation. An agreement must be reached with Ben Perkins before the pictures are used for a different purpose or after the licence to use has expired. Ben Perkins reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the invoice and/or quotation.
- If the client wishes to own the copyright of images created by Ben Perkins, an additional fee will be paid by the client for transferring the copyright. This fee will be mutually agreed by both parties. The transfer of copyright will only become applicable after this payment has been made in full.
- All original digital files created by Ben Perkins remain the property of Ben Perkins. Ben Perkins will ensure that all such materials are stored safely for the client for an additional fee and make them available for future reproduction.
- Ben Perkins will retain the right to use all images created during assignments for his own promotional purposes.

## Termination & Claims

- A client may terminate the assignment at any time by written notice of termination.
- If a booking is cancelled by the client within one working day of the starting time, Ben Perkins reserves the right to charge his full fee for the assignment.
- If a booking is cancelled by the client within ten working days of the starting time, Ben Perkins may charge up to £100 fee for the assignment.
- Any claims must be made in writing within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
- For cancellations/postponements due to weather conditions, Ben Perkins reserves the right to charge his full fee and expenses due to weather conditions on location. In such instances, Ben Perkins may charge in full for his expenses that he may have incurred prior to or during the assignment taking place.

## **Disclaimers**

- Any confidential or proprietary information which is acquired from a client, company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Ben Perkins will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
- Ben Perkins shall be under no liability if unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of Nature, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice, elect to terminate the production and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

## **Accepting of Terms & Conditions**

- By proceeding with the assignment you agree to accept these Terms and Conditions.