

Terms and Conditions

1. Definitions:

"The Photographer" means SuffolkPhotos, PO Box 232, Woodbridge Suffolk. IP12 2WZ. "The Client" means any person(s), firm or company with whom the photographer enters into a contract for the sale of goods or provision of services.

2. Acceptance of Terms and Conditions:

All contracts between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Photographer and any or all of his Clients.

3. Copyright:

The copyright of all images created by the Photographer is owned by the Photographer unless otherwise stated. Unless the Photographer gives written permission, the Client is forbidden by law (Copyright, Designs and Patents Act 1988) to copy any images created by the Photographer and agrees that all photographic reprints and digital duplications from the images created by the Photographer shall only be carried out by the Photographer for an agreed fee. If the Client wishes to own the copyright of images created by the Photographer a suitable fee shall be agreed with the Photographer and copyright will transfer upon payment for the images.

4. Alterations:

The Client shall not make alterations, additions or deletions to the images, including but not limited to the making of derivative or composite images by the use of computers or other means, without the express written consent of the Photographer. The Photographer reserves the right to approve any alteration to his images prior to their publication.

5. Cancellation and Postponement:

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

6. Payment Terms:

Payment by the Client will be expected for commissioned work within 30 days of the issue of the relevant invoice. Overdue accounts may be subject to interest at 5% monthly.

7. Fees and Expenses:

All prices quoted to the Client apply only to the original job description and specifications given to the Photographer by the Client. The Photographer reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Where possible the Photographer will advise the Client of what these charges will be.

8. Rejection:

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

9. Indemnity:

The Photographer shall only be responsible for obtaining any necessary clearances, rights, model releases and consents if this has been expressly agreed in writing before the shoot.

10. Representation:

The Client shall ensure that they or an authorised representative is present at the assignment to ensure the Photographer has a correct interpretation of the brief. In the event of no representative being available the Photographer's interpretation will be deemed to be correct.

11. Sizes and Colour matching:

Whilst every effort is made to meet the Clients requirements, all sizes quoted are approximate. The Client must inform the Photographer on occasions where accurate sizing is critical. Due to limitations with materials and processes it is not possible to guarantee 100% colour matching. However the Photographer will endeavour to provide the closest possible match.

12. Delivery:

Claims for damage or shortage will not be considered unless notified in writing within seven days of delivery. The Photographer will make reasonable efforts to ensure that items to be delivered by a third party are suitably packaged. The Photographer cannot accept liability for loss or damage caused by a third party. Claims for loss in transit will be considered 14 days after shipment.

13. Confidentiality:

The Photographer acknowledges that in the performance of the services he may receive information from the Client that is designated by the Client as confidential. All client data will remain confidential and will not be disclosed to anyone except where required by law.

14. Conduct:

The Client shall be responsible for the behaviour of themselves and their representatives towards the Photographer during the assignment. The Photographer reserves the right to terminate any assignment without notice if he deems the Client or their representatives' behaviour to be unruly or unsafe. In such instances the Photographer reserves the right to charge his full fees and expenses (as described in Section 6). The Client will fully reimburse the Photographer or his agents for any loss or damaged the Client and his representatives cause to property and equipment.

15. Prices and Terms (including Rush Jobs):

All Prices shown within the Photographer's price list are subject to change without prior notice. The Photographer reserves the right to amend these terms and conditions without prior notice. The Photographer may make an additional charge should the Client request a rush service.

16. Law:

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