

# TERM AND CONDITIONS

## 1. Definitions

“Photographer”	means Peter O’Hara or other Photographer
"Assignment"	means Booking for work to be undertaken by the Photographer under the terms of this agreement.
“Event”	means an event (any assignment/booking).
“Fee”	means all money payable by the Client to the Photographer, however described, for work on the Assignment.
“Images”	means video or single photographic images taken by the Photographer and recorded in any medium.

## 2. The contract

- 2.1. The Photographer agrees to provide the services to complete the Assignment for the Fees as agreed with the Client.
- 2.2. The Client shall nominate a key person who shall be authorised to represent them, to give instructions to the Photographer and shall fully coordinate with the Photographer at the Event venue.
- 2.3. The Photographer agrees that he will fully cooperate with the authorised representative to perform his part of this contract.
- 2.4. If due to any reason the Photographer is unable to perform his part under this agreement then he shall provide an alternative Photographer. The replacement shall be a person qualified and experienced to the same level as the Photographer he replaces.
- 2.5. If the Photographer does provide a replacement then the replacement will complete the Assignment in terms as set out in this agreement.
- 2.6. If the Event is cancelled, delayed or the Client makes a significant change to the venue, date or activities then the Photographer will try to perform his

obligations under same terms as set out in this agreement. However if it does happen then the Photographer will not be bound and may refuse to provide his services under changed circumstances.

### **3. The Assignment**

- 3.1. The detailed specification shall describe, among other data:
  - 3.1.1 Event to be photographed
  - 3.1.2 Date
  - 3.1.3 Scheduled start time
  - 3.1.4 Media: Digital files, prints and/or transmission to media
  - 3.1.5 Location
  - 3.1.6 Latest attendance time required
- 3.2. Unless otherwise stated in any detailed specification, the terms set out in this agreement shall apply.

### **4. Fees and payment**

- 4.1. The Client agrees to pay the Fees within 10 days of invoice date or 30 days of invoice date if credit terms agreed beforehand.
- 4.2. The Client shall be responsible for the transportation costs, from and to the Event venue, meal, accommodation (if required) and any other reasonable expenses the Photographer may incur to complete work on the Assignment under this agreement.
- 4.3. Payment shall be made by any of: direct debit, bank transfer or cheque.
- 4.4. The Photographer reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement at the rate of 10% per month from the due date until receipt of payment.

### **5. Project management procedure**

- 5.1. If the Client provides a list of specific people or scenes or events of which they require Images, the Photographer will do his best to include those within the Assignment.

- 5.2. Shortly after the date of the Event, the Photographer will send proof copies of the Images in an appropriate medium or upload to a password protected gallery on website for the Client to choose quantities and sizes of reproduction in print or other media as preferred.
- 5.3. The Photographer shall use reasonable endeavours to meet agreed deadlines where applicable.
- 5.4. The Photographer shall not be liable for any delays in meeting any of his obligations which were due to causes beyond reasonable control including but not limited to; postage/courier/lab delays, war/acts of terrorism, riots, government legislation, industrial action, adverse weather conditions, acts of God, floods, fire, loss or damage in transit.

## **6. Cancellation of Agreement**

- 6.1. This contract comes into existence when the Client confirms booking of Photographer for event by email or otherwise.
- 6.2. If the booking is cancelled within 14 days and up to 2 days before date of event, then the Photographer reserves the right to invoice 50% of the original agreed fee.
- 6.3. If the booking is cancelled within 48 hours of the event, the Photographer reserves the right to invoice 100% of the original agreed fee.

## **7. The licence of Images to Client**

- 7.1. The Client acknowledges that the Photographer owns all right, title and interest in and to the Images and that the Client has no right to use any of them outside the express terms of this agreement unless otherwise agreed beforehand.
- 7.2. Money paid to the Photographer includes a fee for the grant of a licence in the terms of this paragraph. The licence arises only after the Client has paid the Photographer the money due under this agreement.
- 7.3. The licence is personal, irrevocable, non-transferable and non-sub-licensable.
- 7.4. The licence is restricted so that the Client may not copy any Image created by the photographer (unless the Photographer gives authorisation), nor permit any other person to do so, without his permission in writing.
- 7.5. The Photographer reserves the right to make reproductions of Images created during assignments for marketing, promotional, competition and editorial purposes.

## **8. Use of other Photographers**

If the Photographer wishes to perform any or all of his obligations under this agreement through using other Photographers, the Photographer must advise the client with the name of any other Photographer and get approval to proceed.

## **9. Extra information**

11.1 All invoices will be issued in sterling prices

11.2 Peter O'Hara Photography reserves the right to make amendments to these Terms and Conditions.

11.3 By booking with Peter O'Hara Photography you agree to all the Terms and Conditions of Peter O'Hara Photography.