



## Photographic Services - Term & Conditions

TERMS & CONDITIONS REGARDING COMMISSIONING AND REPRODUCTION OF PICTURES

### TERMS

**PICTURE:** includes a photograph, transparency, negative, digital scan, design, artwork, digital image file, painting, montage drawing, engraving or any other item which may be offered for the purposes of display or reproduction.

**REPRODUCTION:** includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical copying, reproduction or storage by any other means.

The **CLIENT** is the person, persons, company or organization to whom the invoice is addressed (*whether the Client is acting for a third party*).

**LENSFX FOTO** and **LENSFX SCHOOLS** are a trading names of **LENSFX** a United Kingdom business owned by *Stephen Sutton* and subject to United Kingdom Laws and Regulations.

### COPYRIGHT

**NB: LENSFX RETAINS THE COPYRIGHT OF ALL PICTURES AT ALL TIMES THROUGHOUT THE WORLD.**

Lensfx supplies the technical and artistic ability to illustrate an idea photographically and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on Lensfx's grant of reproduction rights in respect thereof.

Photographers working for or contracted to Lensfx assert both their moral right to be identified as the author of their work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988 though pictures produced by said photographers remain the property of Lensfx and subject to copyright by Lensfx.

Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Lensfx any fee payable by the Client shall be subject to an increase specified by Lensfx, and in any event an increase of not less than 25%.

### PICTURES & REPRODUCTION RIGHTS

Reproduction rights (*if and when granted*) are strictly limited to the use and period of time specified on Lensfx's invoice. An agreement must be reached with Lensfx before the pictures are used for a different purpose or after the licence to use has expired.

Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.

Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.

Lensfx reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client.

## **LICENCE & REPRODUCTION RIGHTS**

THE FOLLOWING TERMS ARE USED WHEN DESCRIBING THE USE AND REPRODUCTION RIGHTS GRANTED BY LENSFX TO A CLIENT:

a. **FRIENDS & FAMILY** : This license allows the client the right to use the pictures within the clients friendship or family circle for non-commercial purposes; the right to use pictures within the client's non-commercial blog, website or social media site; the right to reproduce pictures in electronic or print format for the clients own non-commercial use.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit or gain; Pictures cannot be used by the client, clients friends, family or agents for commercial purposes; Pictures cannot be used in public publications (paper or electronic) without the express permission of Lensfx. Pictures cannot be modified or altered without the express permission of Lensfx.*

b. **GENERAL USE** : This license allows the client the right to use the pictures within a business or organization for marketing purposes only; the right to reproduce the pictures in publications produced by the client for marketing of the clients products and/or services only; the right to exhibit the pictures within the client's premises and at trade events; the right to display the pictures on the clients commercial website, blog or social media site.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit, gain or use by any individual, business or organisation other than the client; Pictures cannot be used for Press & PR Distribution described below in (d) unless part of a paid for advertisement. Pictures cannot be used by the client, clients workers or clients agents for personal use.*

c. **WEB USE** : This license allows the right to use the pictures online only within the Client's personal and/or commercial blog, website or social media site.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit or gain; Pictures cannot be reproduced in print either by a home/office printer or professional lab.*

d. **PR AND PRESS DISTRIBUTION** : The right to use the pictures as described above in (b); plus a license for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit or gain; Two copies of the relevant pages containing any picture supplied are to be furnished to Lensfx free of charge within two weeks of publication.*

e. **SPECIFIED USE** : The right to use the pictures once only for the purpose as described in the invoice and will be subject to a time constraint.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit or gain; Pictures cannot be copied or reproduced electronically or in print outside the single use described in the invoice.*

f. **EDITORIAL** : One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

*RESTRICTIONS: Creation of pictures cannot be attributed to anyone other than Lensfx; Pictures cannot be passed on to a third part for profit or gain; Pictures cannot be copied or reproduced electronically or in print outside the single use described in the invoice. Two copies of the relevant pages containing any picture supplied are to be furnished to Lensfx free of charge within two weeks of publication.*

g. **COPYRIGHT FREE** : On the rare occasion that Lensfx sells or waives the copyright of a picture then the said picture is free from any restrictions placed on it by Lensfx. Lensfx will remain as sole producer of said pictures. A JOINT COPYRIGHT option is also available.

### **ONLINE PICTURE PURCHASES:**

Reproduction Rights of Portrait or Wedding pictures purchased directly from Online Galleries are subject to Friends & Family use only rights (as (a) above) unless otherwise stated. Reproduction Rights of Commercial pictures purchased directly from Online Galleries are subject to General Use only rights (as (b) above) unless otherwise stated. Stock pictures purchased through dedicated stock image sites are subject to the reproduction rights as laid out by the stock image site. The correct use and reproduction of images (as laid out in this document) of images purchased online by customers other than the client who commissioned the images becomes the joint responsibility of the said customer and client.

### **PRINTED PUBLICATIONS:**

In the case of pictures provided for printed publications, two copies of the relevant pages (publication) containing any picture supplied are to be furnished to Lensfx free of charge within two weeks of publication. In other media, evidence of use must be made available if requested.

### **MISUSE OF PICTURES:**

The misuse or misrepresentation of reproduced pictures by the client, a third part or on social networking sites is solely the responsibility of the client. In the event of such misuse or misrepresentation of pictures with copyright held by Lensfx, Lensfx will seek financial reparation from the client.

The copyright of any images downloaded or obtained by other methods (eg: screen capture) remain with Lensfx. The reproduction, misuse or misrepresentation of such images without permission from Lensfx is illegal.

### **FILE SIZES**

- RAW - As Captured (*whatever file format*)
- LARGE - At least 50 Mb (*uncompressed*)
- MEDIUM - At least 10 Mb (*uncompressed*)
- WEB - A maximum of 1500 pixels along longest edge.
- PREVIEWS A maximum of 500 x 500 dpi (*with or without watermark*).

Standard aspect ratio crops on images - 16:9 dimensions

## **BOOKING PHOTOGRAPHIC SERVICES**

Once the Client has made a booking for a specific time and date, Lensfx will not accept any other work for the named photographer for those times and dates. As a result, if a booking is subsequently cancelled a cancellation fee will be charged to the client according to the following schedules.

### **COMMERCIAL CLIENT :**

A booking fee of £150 is due at time of booking and forms a part of the total fees charged. The booking fee is fully refundable if services are cancelled in writing within 14 days of booking date. When a client cancels a booking within four weeks of any confirmed date, a fee of 50% of the booked rate will be charged. When a client cancels photography within one week of a confirmed date, a fee of 100% of the booked rate will be charged. In addition, the client will be charged for any expenses incurred relating to the booking. Our commercial terms are strictly net 21 days from invoice date unless agreed in advance and in writing.

### **WEDDING CLIENT :**

A booking fee of £300 is due at time of booking and forms part of the total fees charged. The booking fee is fully refundable if services are cancelled in writing within 14 days of booking date unless booking date is within three months of wedding date in which case the booking fee is not refundable. The remaining balance (FULL PAYMENT) must be received no later than 28 days before the wedding date and is not refundable once paid. Any additional product purchases must be paid for at the time of ordering.

### **PORTRAIT CLIENT :**

A booking fee of £50 is due at time of booking a sitting. 50% of the booking fee is refundable against products purchased associated with that sitting. All portrait products purchased after the sitting must be paid for at time of ordering.

## **PAYMENTS**

Until Lensfx has invoiced the reproduction fee neither party is committed to grant or acquire any reproduction rights in any picture. After a fee has been agreed and an invoice issued there is a firm and binding contract whereby Lensfx is committed to grant reproduction rights and the Client to acquire them. If after such invoicing but before payment the Client requests cancellation of the reproduction rights Lensfx may in its discretion cancel subject to the Client paying a cancellation fee as laid out in the Booking Photographic Services section above.

The Client's right to reproduce a picture arises only when Lensfx's invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Lensfx to rescind the Agreement and rendering the Client liable for the payment of damages.

If payment is not made in accordance with (a) above then Lensfx may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.

If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 21 days from the issue date, and that Lensfx Limited may consider these invoices as overdue when pursuing legal action for the recovery of said debts. A fee of £20 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuit of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

Lensfx reserves the right to suspend ongoing services, such as (*but not limited to*) the online galleries, provision and/or distribution of pictures once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects. Payment should normally be made by crossed cheque made payable to "Lensfx". BACS details can be supplied upon request. Card payment details supplied on request.

Proof of postage of remittances is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

### **ONLINE PAYMENTS**

- Online purchases via Paypal (*or other*) will remain the responsibility of the purchaser once images or products have been delivered or downloaded.
- Cancelling an online payment does not remove liability for pictures or products delivered or downloaded and will result the removal of any discounts or concessions and the full amount plus costs will be payable.
- Cancelled payments will be deemed as overdue immediately. A fee of £20 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuit of the outstanding amount. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.
- The purchaser will also be liable for any online merchant fees incurred in recovering any payments cancelled.

### **INVOICED PAYMENTS**

- In consideration of all services to be rendered by the Lensfx to the Client the Client shall pay Lensfx on receipt of this written document the stated amount within 21 days of receipt (*becoming the Due Date*).
- Receipt of this document will be no more than 2 days from the document date unless the Client can prove late receipt. All invoices over £500 will be sent by Royal Mail Recorded Delivery. Lesser amounts may be sent by Standard Mail or as PDF documents by email.
- Disputes or errors concerning this document shall be brought to Lensfx's attention by the Client within 5 days of receipt of this document. Disputes will not have influence over the Due Date unless a new Due Date is agreed and issued in writing by Lensfx.
- Failure to pay by the Due Date will result the removal of any discounts or concessions and the full amount plus costs will be payable.
- Failure to pay by the Due Date will result in all unpaid invoices issued to the Client be due of immediate effect, even if it is less than 30 days from the issue date, and that Lensfx may consider these invoices as overdue when pursuing legal action for the recovery of said debts.
- A fee of £20 will be made for each account reminder, duplicate invoice, or any other paperwork, email, correspondence or phone call involved with the pursuit of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue payments.
- Lensfx reserves the right to suspend ongoing services, such as (*but not limited to*) the online galleries, contracted services, provision and/or distribution of pictures once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.
- If payment is not made in accordance with these terms then Lensfx may rescind any Agreements and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- If a debt management company is employed to recover a payment the client will be responsible for all fees incurred by said company in recovery of that payment.

### **WHEN A CLIENT CEASES TRADING:**

On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Lensfx may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

### **SPECIAL OFFERS & DISCOUNTS**

Special offers and discounts are solely at the discretion of Lensfx and must be recorded in writing at the time of booking. Lensfx holds the right to withdraw previously arranged discounts and special offers to a client who does not complete payments within the agreed period and may seek full payment for services provided.

### **CLIENT RESPONSIBILITY**

While Lensfx takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any picture or its caption.

The Client agrees to indemnify Lensfx in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Lensfx.

It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Lensfx gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. In the event that the picture issued or reproduced by or with the authority of the Client then the Client shall indemnify Lensfx against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

### **ORIGINALS HELD BY CLIENT:**

Risk in and responsibility for any digital images, original transparencies, print or album products passes to the client from the time they are received until their safe return. The client shall immediately inform Lensfx in writing of any loss or misuse of, or damage to the pictures while in the Client's possession or that of any third party. If a picture is not returned within four weeks of the date for return then Lensfx may in its sole discretion presume it to be lost.

The Client shall be liable to pay compensation to Lensfx in respect of each picture lost or damaged. Payment of compensation does not give rise to any rights in any picture. Compensation levels for the pictures are available from Lensfx upon request. These levels are a genuine pre-estimate of the loss which would be suffered if such a picture were to be lost or damaged. The Client is urged to request these figures and to take out insurance cover to cover the total value of the pictures delivered.

### **CONDITIONS**

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England.

No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties. The responsibility of Lensfx or its agents or servants (including photographers, processing laboratories, postal

and delivery agents) to compensate the customer in the case of any negligence or breach of contract is limited to the cost to the customer of the booked service at time of booking.

In the unfortunate event of any dispute regarding this contract both parties agree to consult an independent adjudicator to try and obtain conciliation before taking any other action.

Lensfx will edit every take and deliver what it considers to be the best of every situation covered. No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of Lensfx.

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

### **TRAVEL COSTS**

Overseas Travel: Where necessary overseas travel arrangements will be made by Lensfx unless by prior agreement and cost of such will be invoiced to the client with the generated receipts (*inc*: travel to airports, flights, vehicle hire, luggage expenses, food and accommodation).

UK Travel: No travelling costs will be billed for the first 100 miles travelled as part of any single contract. All additional travelling will be charged at £1/mile unless otherwise arranged in writing beforehand. Overnight stays as requested or required by the client will be charged to the client with copies of accommodation receipts and a charge of £20 per day will be made for meal allowances.

Forced overnight stays in the UK due to inclement weather, vehicle breakdown or other unforeseen occurrence (unrelated to the booking) will be paid by Lensfx.

We have tried to make these T&C as clear as possible but if you are not sure of any points here or how they affect our working together... please ask.

### **CONTACT DETAILS**

Postal Address: LENSFX PHOTO, 18 PEMBROKE STREET, PEMBROKESHIRE SA72 6XH

Mobile: +44 (0)7814 75 00 90 Email: [steve@lensfx.co.uk](mailto:steve@lensfx.co.uk)

LENSFX IS A UK BUSINESS OWNED AND RUN BY Stephen Sutton

**WE HAVE A SEPARATE ' PRIVACY STATEMENT ' REGARDING CUSTOMER DETAILS AND ONLINE PRINT SALES.**