

Morgan O'Driscoll Photography - Terms and Conditions

Please ensure that you have read the terms and conditions before using this website. Your use of this website confirms acceptance of the terms and conditions, and as such confirms that you agree to be bound by the terms and conditions of this Agreement.

1. Definitions

For the purpose of this agreement 'the Client' shall, where the context so admits include the Client's assignees, sub-licensees and successors in title. 'The Photographer' shall, where the context so admits include the Photographer's assignees, sub-licensees and successors in title. 'Photographs' means all photographic material furnished by the Photographer, whether, negatives, transparencies, prints or any digital images on disc or electronic material or any other type of physical material. All contracts are only accepted on the basis that these Terms and Conditions are the only ones applicable. Other terms and conditions proffered by the client are specifically excluded.

2. Copyright

In accordance with the Copyright, Designs and Patents Act 1988, the entire copyright of all images and photographs created by the Photographer is owned and retained by the Photographer at all times throughout the world.

In accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988 the Photographer asserts both their moral right to be identified as the author of their work and the right to be credited as Photographer of such work.

3. Ownership of Materials

Title to all Photographs remains the property of the Photographer.

4. Use

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the client is put into receivership or liquidation. The Licence only applies to the Client as stated on the Licence and Invoice and its benefit shall not be assigned to any third party without the Photographer's specific permission. Accordingly, even where any form of "all media" licence is granted, the Photographer's permission must be obtained before any use of the Photographs for other purposes. Permission to use the Photographs for purposes outside the terms of the licence will normally be granted upon payment of a further fee, which must be mutually agreed before such use.

5. Client Confidentiality

The Photographer will keep confidential and will not disclose to any third parties information communicated to him in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his obligations in relation to the commission.

6. Indemnity

The Photographer agrees to indemnify The Client against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed 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 failure to obtain such clearances.

7. Payment

Payment by the Client will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

8. Expenses

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 their request, the Client shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the fee having been agreed or estimated.

9. Cancellation and Postponement

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

10. Rejection

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

11. Applicable Law

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

12. Variation

These Terms and Conditions shall not be varied except by agreement in writing.

01 May 2008