

STATEMENT OF TERMS AND CONDITIONS

1. DEFINITIONS

“TJRFOTO” means the business and its associated photographers. “Photographer” means any photographer assigned by TJRFOTO. “Primary Photographer” means Tom Robson. “The Client” is any person, body of persons, firm or Company with whom TJRFOTO enters into a contract for the sale of goods or provision of services by TJRFOTO. “The Shoot” is the occasion and time for which the TJRFOTO has been hired.

2. ACCEPTANCE OF TERMS AND CONDITIONS

All contracts and transactions between TJRFOTO 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 TJRFOTO and Clients.

3. COPYRIGHT AND OWNERSHIP

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by the Photographer or The Primary Photographer and retained by the Photographer or Primary Photographer. The client is free to use the Photographs under the Creative Commons Attribution-ShareAlike 4.0 International Licence.

3.1 IN SUMMARY, THE CLIENT IS FREE TO:

- **Share** (Copy and redistribute the material in any medium or format)
- **Adapt** (Remix, transform, and build upon the material for any purpose, even commercially).

TJRFOTO cannot revoke these freedoms if the Client follows the license terms.

3.1.1 UNDER THE FOLLOWING TERMS:

- **Attribution.** You must give appropriate credit, provide a link to TJRFOTO’s website (www.tjrfoto.co.uk), and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the TJRFOTO endorses you or your use.
- **ShareAlike.** If you remix, transform, or build upon the material, you must distribute your contributions under this same license.

No additional restrictions. You may not apply legal terms or technological measures that legally restrict others from doing anything this license permits. A full copy of the licence is available here:

<http://creativecommons.org/licenses/by-sa/4.0/legalcode>

3.2 RAW IMAGES

Photographs are created in a raw colour format. After the Shoot, the TJRFOTO select final images and works with each selection to bring the project to its full potential. These final images are the photographic output of the Shoot. RAW images and unselected items will remain the property of TJRFOTO and cannot be transferred to the client nor purchased. TJRFOTO reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes.

3.3 STORAGE OF PHOTOGRAPHS, VIDEO FILES AND RAW DATA

After six months from the shoot, all RAW images will be deleted and the remaining jpg files will be compressed. This will make large sized prints or edits to photographs impossible (However, compressed images will still be available). After twelve months from the shoot, all photographs will be deleted making it impossible to retrieve except for those saved for marketing, promotional, competition and editorial purposes.

4. CANCELLATION FEES / OVERRUNS

If a booking is cancelled / postponed by the Client for any reason, TJRFOTO reserve the right to retain the booking fee. If a booking is cancelled / postponed by the Client for any reason within 48 hours of the starting time, TJRFOTO reserves the right to charge 50% of the full fee for the assignment. If a booking is cancelled / postponed by the Client for any reason within 24 hours of the starting time, TJRFOTO reserves the right to charge 100% of the full fee for the assignment.

5. DAMAGE TO EQUIPMENT

The client is responsible for the behaviour of their guests at the shoot. In the event of a guest damaging equipment, this will be repaired or replaced at the client's expense.

6. PAYMENT TERMS

Payment for all products and services provided by TJRFOTO must be made 14 before the date of the shoot.

7. FEES AND EXPENSES

All prices quoted to the Client apply only to the original specifications given to TJRFOTO by the Client. TJRFOTO 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, TJRFOTO shall endeavour to provide an indication of what these additional charges will be.

8. REPRESENTATION

The Client shall ensure that there is an authorised representative present at the assignment to ensure the correctness of TJRFOTO's interpretation of the Clients brief. In the event of no Client representation, TJRFOTO's interpretation of the brief shall be deemed as correct.

9. DELIVERY SHORTAGES / LOSS AND DAMAGE IN TRANSIT

TJRFOTO will make best endeavours to ensure that items delivered by a third party are suitably packaged for transit. TJRFOTO cannot accept liability for loss or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover.

10. CONFIDENTIALITY

TJRFOTO acknowledges that in the performances of services, we may witness, read or receive information from the Client which is designated by the Client as confidential. TJRFOTO agrees to keep this information confidential and not to disclose such information to other parties except as required by law.

11. CONDUCT

The Client shall be responsible for the behaviour of any persons accompanying them to an assignment. TJRFOTO reserves the right to terminate any assignment without notice if the Clients behaviour is deemed to be unruly or unsafe. In such instances, TJRFOTO reserve the right to charge his fees and expenses as described in clause 4 of these Terms and Conditions. The Client will fully reimburse TJRFOTO for any loss/damage they cause to property or equipment.

12. LIABILITY

In the event of an emergency, equipment failure or other unforeseen circumstance, TJRFOTO will reduce or cancel fees and claim no liability beyond that.

13. DELIVERY OF PRODUCTS AND SERVICES

The supply of products and services are provided by TJRFOTO on a best endeavours basis, (Typically, within 14 days). TJRFOTO will not be liable for delays that are beyond reasonable control. TJRFOTO shall use best endeavours to meet agreed deadlines where applicable.

13.1. RUSH SERVICES

TJRFOTO reserves the right make additional charges should the Client request a rush service. This service is subject to availability and cannot be guaranteed.

14. LAW

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

SIGNED AS AN AGREEMENT TO COMPLY WITH THE ABOVE TERMS AND CONDITIONS.

_____ Date _____
Tom Robson
(Photographer)

_____ Date _____
Print Name:
(Client)

This agreement can also be signed for via email correspondence.

DOCUMENT CONTROL

- Version No. 1
 - Written 6th July 2018
 - Written by Tom Robson
 - Last Modified 12th July 2018
 - Last Modified by Tom Robson
- Ver 1 Changed references from TR Photography to TJRFOTO
Added section 3.3 (Storage of Data)
Amended section 4 (Cancellation Fees and Overruns) to state that booking fee will be forfeited and charges made for cancelations
Added logo
Added terms to www.tjrforo.co.cuk
Other minor changes in grammar and context
- Ver 0.1 Added TR Photography Document (as draft only) for use with TJRFoto.
Draft version of document