



JONATHAN BOND
P H O T O G R A P H Y

Terms and Conditions

Definitions

All references in this agreement to the term 'Client' shall refer to the person(s) or company directly employing the photographer, or, where the client is not a direct client, i.e. a third party or agency, that third party or agency shall be interpreted as the 'Client'.

By hiring Jonathan Bond Photography for photographs, products, services, etc. you, the Client, agree to the following terms and conditions in perpetuity:

Agreement

The agreement between the photographer and client governs the assignment described in the accompanying estimate and along with these terms and conditions constitutes the entire agreement between the parties concerning the assignment.

1) Rights of client to reproduce the images:

The client on payment of invoice is granted rights / licence for all photographs for the specific use as agreed with the photographer.

Territory and period of use to be agreed in advance between the client and photographer.

Photographs produced for the Client may be used for all marketing and self-promotion through electronic and printed forms associated with the specified property.

Direct advertising usage must be negotiated and agreed with the photographer Jonathan Bond Photography on a separate basis.

Client will not make any alterations to the images without written permission from the photographer Jonathan Bond Photography.

Please note that the ownership and subsequent copyright of the photographs remains with the Photographer Jonathan Bond Photography.

The photography fee includes 2 licences for use of the images in perpetuity. For example, one licence for the client and for the client or PR agency or even another contractor. This only allows images to be used in relation to the original promotion and product, property or persons.

Should additional licences be required, this should be done through Jonathan Bond Photography Photography for an additional fee.

If the second licence is not assigned before the shoot, the client MUST inform the photographer, for his records, before sharing any images to a subsequent party.

Rights to use the images for editorial purposes much be purchased at an additional fee.

2) Limitation on third party use:

A license is granted only to the paid client and not to any third party.

Any third party; including but not limited to architects, builders, designers, and all contractors involved with the project; interested in usage of photos may contact the photographer or authorised agent Jonathan Bond Photography for licensing fees.

The client may not resell, copy, transfer, etc. any of the photographs owned by Jonathan Bond Photography to a third party. The only exception to third party use is project photographs of a private residence to homeowner. Client may give homeowners a copy of images for personal use.

3) License to use and third party use exclusions:

The licence to use images only applies to the 'Client', as agreed at the time of commission. The Photographer MUST give permission or agreement before any benefit of the licence or any use of images can be assigned to ANY third party.

The licence to use the images comes into effect from the date of payment of the relevant invoice.

Provisional license to use the images is granted for a period of 30 days from date of delivery. The license is immediately revoked if payment of the relevant invoice for the images is not made within 30 days or if the Client is put into receivership or liquidation.

Any unauthorised third party use of the photographs will be seen as a breach of UK copyright law and pursued accordingly.

Using an image without a valid license is considered copyright infringement in violation of the **Copyright, Design and Patents Act of 1988.**

4) Social media usage:

If published or used on social media, photography credit must be given to Jonathan Bond Photography as a tag and within the comments section.

5) Editorial usage:

If a client would like to use their images for editorial purposes, including publications and magazines, they can purchase the rights to do this at an additional fee.

If the editorial company offer to pay the photographer a fee, the client fee will be waived.

If a client passes on their images for editorial purposes without paying this fee, a double fee will be charged to them with immediate effect.

6) Copyright / retention of image rights:

All images/digital files remain the copyrighted property of the photographer Jonathan Bond Photography. The photographer Jonathan Bond Photography owns all images/digital files and their copyrights unless otherwise stated in writing.

The photographer Jonathan Bond Photography holds the right to publish & use photos taken for advertising & self-promotion. This includes the right to place the images within a stock library / agency for further sales / licence purposes.

This agency has the right to licence the images for possible worldwide non exclusive use.

Client agrees to allow the photographer Jonathan Bond Photography to display and post online photographs, project information, and Client information at the photographer's discretion. Client name may be used for the photographer, Jonathan Bond Photography's self promotion unless asked otherwise.

The photographer Jonathan Bond Photography is not responsible for the posting of images to third party websites. The photographer Jonathan Bond Photography is not responsible for issues or complaints in the event of decreased quality on third party website.

7) General terms:

Prices subject to change without notice.

The listed terms and conditions represent the only contract between the photographer Jonathan Bond Photography and the Client (unless specified otherwise.)

Terms and conditions subject to revision.

The photographer Jonathan Bond Photography is an independent contractor and not the Client's employee. Client is not an agent for the photographer Jonathan Bond Photography and cannot make agreements on his / her behalf.

8) Author right to credit of images:

All published usages, either in print or electronic of images taken by the Photographer Jonathan Bond Photography shall be accompanied by a written credit to the Photographer Jonathan Bond Photography within reasonable proximity of the image(s).

The Photographer, Jonathan Bond Photography, asserts his / her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

9) The Commission:

By scheduling a shoot with Jonathan Bond Photography, Client and property owner agree to property photography release without signature.

Client or representative of Client should be present at the shoot to give access to property and discuss shots needed and other considerations and requests. If the Client cannot be present, then a written brief to specify exact shots desired must be delivered no later than 24 hours prior to the shoot. Directions or briefs will not be accepted over the phone.

10) Rejection:

The client has no right to reject the supplied images / commission on the basis of style, composition or subsequent non-requirement of images.

11) Cancellation / Postponement:

An assignment booking is considered agreed and firm from the date of the confirmation, therefore the Photographer Jonathan Bond Photography will, at his / her discretion charge a fee for cancellation or postponement.

In view of Cancellation; the Client will pay for ALL expenses incurred up to the time of the cancellation of the commission.

In addition, the Client will be charged at 50% of the agreed rate if the commission is cancelled less than two days prior to the commission, and 100% of the fee if less than 24 hours.

Postponement. Unless agreed in writing, the Client will be charged 100% of the agreed rate for the commission if postponement occurs after the Photographer has departed for the location and 50% of the rate agreed for the commission if postponement occurs less than 24 hours before departure.

12) Exclusivity:

Should the Client wish to use the Photographs to the exclusion of all other parties for a set period then a separate fee shall be negotiated in writing. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time regardless of any exclusive period agreed and in any part of the world for the purposes of promoting his / her work. Upon expiry of the exclusivity period the Photographer shall be entitled to use the Photographs for any purposes.

13) Releases and clearance:

The Client shall be responsible for obtaining ANY and ALL required clearances, and will indemnify the photographer against all expenses, damages, claims and legal actions and/or legal costs arising out of any failure to obtain such clearances.

Furthermore the Client is responsible for obtaining all necessary permissions and releases for usages that require any property or model releases, unless agreed and delivered by the Photographer.

14) Retouching.

The normal agreed daily rate includes basic and reasonable (Explained to Client on request) post processing of digital files prior to sending to the Client. If the Client requests additional post processing work the Client will be charged at the rate quoted and agreed.

15) Extensions to original fee:

Where extra time or expenses are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at their request or on their behalf by an authorised third party, the Client shall give approval and be liable to pay such extra expenses or fees at the

Photographers normal agreed daily rate to the Photographer in addition to the expenses and fees as having been agreed or quoted.

16) Applicable law:

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

17) Variation:

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