

Jo Hanley Photography

EDINBURGH

TERMS AND CONDITIONS IN SHORT

- without prior written permission from Jo Hanley agreeing otherwise....

*All Images and copyright remain the property of Jo Hanley operating as Jo Hanley Photography.

*Images are not to be manipulated in any way shape or form by anyone other than Jo Hanley.

*Images must be credited to Jo Hanley and 3 copies of images as used forwarded to Jo Hanley.

*Images are for exclusive use by you (the client) and will not be passed by Jo Hanley to any third party unless requested by the client to do so.

*Images are NOT to be passed on to ANY third party by the client without prior written permission from and payment to Jo Hanley.

*Payment must be made within 30 days of invoice. Late payment will incur a fee of £25 per reminder invoice. Image use is not permitted until payment is received.

*Cancellation fees apply.

*Images can be used by Jo Hanley as promotion on johanley.com and portfolio websites beyond.

This is an outline of the detailed Terms and Conditions of Jo Hanley Photography. It is highly recommended that you read the detailed version.

While the above and below may seem daunting all of the terms are flexible and we can tailor a shoot to match your budget, as required.

WHEN BOOKING

– the more specific you are the more accurate my quote will be.

*What do you need? (portraits, products, advertising, promotion, event coverage, corporate reports, editorial etc...)

*Why do you need it / How / Where will the images be used? (website, posters, postcards, bus sides, airports, corporate reports, magazines, newspapers etc..)

*What is your budget?

METHOD OF CHARGING

1.Shoot (hourly/daily rate).

2.Processing/postproduction (hourly rate).

3.Usage (License agreement - number of images used and how they will be used).

1+2+3=invoice amount

This is a UK standard method of charging.

If you have any other questions or would like to request a quote, feel free to email me at johanley@johanley.com or give me a call.

IN DETAIL TERMS AND CONDITIONS

THE COMMISSIONING AND REPRODUCTION OF IMAGES

1. In the Agreement the terms

(a) picture includes a photograph, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction:

(b) 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 reproduction or storage by any other means.

(c) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

2. (a) The entire copyright of the pictures is retained by Jo Hanley at all times throughout the world.

(b) Jo Hanley 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 Jo Hanley's grant of reproduction rights in respect thereof.

(c) Jo Hanley asserts both her moral right to be identified as the author of her work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

(d) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Jo Hanley, a fee is payable by the Client of no less than £50.

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

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

(c) 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

(d) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

(e) Jo Hanley reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

4. The following terms are used when describing the reproduction rights granted by Jo Hanley to the Client:

(a) Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site.

(b) PR and Press distribution: The right to use the pictures as described in 4(a); plus a licence 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.

(c) Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice.

(d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

5. (a) Once the Client has made a booking for a specific time and date, Jo Hanley will not accept any other work from other clients for those times and dates.

(b) As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within one week (7 days) of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within 2 days (48 hours) of any confirmed date, a fee of 90% of the booked time rate will be charged. In addition to the cancellation fee, the client will be charged for any expenses already incurred by Jo Hanley.

6. (a) The Client's right to reproduce a picture arises only when Jo Hanley's invoice relating to the grant of such right is fully paid (including administration 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 the Agreement entitling Jo Hanley to rescind the Agreement and rendering the Client liable for the payment of damages.

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

(c) 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 28 days from the issue date, and that Jo Hanley may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(d) A fee of £25 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved in the chase of a debt. The fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

(g) Jo Hanley reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of pictures, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of the to third parties to whom the suspension of service affects.

7. 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, Jo Hanley may at any time thereafter inspect any records, accounts and books relating to the reproduction of her pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

8. (a) Jo Hanley will edit every take and deliver what she considers to be the best of every situation covered. As a result, contact sheets (or their digital equivalent) will only be supplied to the client in exceptional circumstances. (b) No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of Jo Hanley. Images are Not to be manipulated or edited without the written permission of Jo Hanley.

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

9. In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to Jo Hanley free of charge within two weeks. In other media, evidence of use must be made available if requested.

10. (a) While Jo Hanley takes all reasonable care in the performance of the agreement generally, she 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.

(b) The Client agrees to indemnify Jo Hanley 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 Jo Hanley. (c) 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 Jo Hanley 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, trade marks, 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 Jo Hanley against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

11. (a) The Agreement shall be subject to and constructed according to Scottish Law and the parties agree to accept the exclusive jurisdiction of the Courts of Scotland.

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

I look forward to working with you.

Jo.