

## Paul Ligas Photography – Terms & Conditions

### 1. Definitions

"**Paul Ligas Photography**" refers to Paul Ligas Photography, office address (all correspondence): 63 Bank Crescent, Ledbury, Herefordshire HR8 1AF.

"**The Photographer**" refers to employees of Paul Ligas Photography.

"**The Client**" means any person, body of persons, firm or Company with whom Paul Ligas Photography enters into a contract for the sale of goods or provision of services.

### 2. Acceptance of Terms and Conditions

All contracts and transactions between the Paul Ligas Photography 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 Paul Ligas Photography and all or any of its Clients.

### 3. Copyright and Ownership

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by the Photographer is owned by the Photographer. Terms of usage should be arranged before the job is carried out. If this does not happen then it is assumed that the client will receive a 2 year media-unlimited usage term for images supplied by Paul Ligas Photography. The licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Paul Ligas Photography stated payment terms. The Client shall run a credit for the Photographer adjacent to the photograph.

After the initial 2 year license has expired, a new license must be purchased for each image that the Client wishes to continue using.

The Client shall not sell or provide copies of the images to another individual or organisation to use for third party commercial purposes without prior and explicit permission from Paul Ligas Photography - an extra fee will be charged for such an agreement. Any third party in such an arrangement will be subject to these Terms and Conditions.

No form of alteration or manipulation of said image files, is authorised without the express, written consent of the Photographer.

If the Client wishes to own the copyright to the images outright, an agreement must be made between Paul Ligas Photography and the Client, and an extra fee will be charged.

Paul Ligas Photography / The Photographer reserve the exclusive right to make reproductions of images created during assignments for website usage, marketing, promotional, competition and editorial purposes. All other rights reserved.

### 4. Cancellation Fees / Overruns

If a booking is cancelled by the Client within one working day of the starting time, Paul Ligas Photography reserves the right to charge the full fee for the assignment. If a booking is cancelled within two working days of the starting time, Paul Ligas Photography may charge 50% of the fee. For cancellations/postponements due to weather conditions, Paul Ligas Photography reserves the right to charge the full fee and expenses.

In such instances, Paul Ligas Photography may charge in full for expenses (e.g. including but not limited to; hire of specialist equipment, props, model fees etc), that may have incurred prior or during the assignment taking place.

Paul Ligas Photography may make additional charges should an assignment overrun which is beyond the control of the Photographer (e.g. including but not limited to; the Client requesting additional photographs over and above the Client's original brief etc).

### 5. Payment Terms

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For all non-corporate clients (personal/family), payment for all products and services provided by Paul Ligas Photography must be made upon completion of the assignment.

For all other clients, payment of Paul Ligas Photography's invoice must be made upon completion of the assignment. Paul Ligas Photography reserves the right to revoke licensing agreements, account facilities and services without notice should the Client fail to pay Paul Ligas Photography's invoice(s) within 7 days.

Paul Ligas Photography reserves the right to charge interest on all overdue invoices at a rate of 4% per month until the said invoices have been paid in full. In addition to this, a one-off fee may be charged in accordance with [The Late Payment of Commercial Debts Regulations 2013](#).

## **6. Retention of Title**

Paul Ligas Photography reserves the right to retain all of the Clients materials until all monies owed to Paul Ligas Photography have been paid in full. Furthermore, the license to reproduce images created by Paul Ligas Photography can also be revoked until payment has been made.

## **7. Fees and Expenses**

All prices quoted to the Client apply only to the original job description and specifications given to Paul Ligas Photography by the Client. Paul Ligas Photography 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, Paul Ligas Photography shall endeavour to provide an indication of what these additional charges will be.

Client photographs will be retained indefinitely by Paul Ligas Photography as high-resolution JPG files in order to replace lost or damaged image files. Replacements will be provided at the client's request, and a small charge will be levied to cover the costs of storage, retrieval and resupply of the images.

## **8. Representation**

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

## **9. Colour Matching**

Due to the nature of materials and processes, it is not possible to guarantee 100% colour matching. However, the Photographer will endeavour to provide the closest possible match both on the shoot and digitally afterwards.

## **10. Delivery Shortages / Loss and Damage in Transit**

Claims for damage, non-delivery or shortages will not be considered unless notified in writing within seven days of delivery.

Paul Ligas Photography will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit. Paul Ligas Photography cannot accept liability for loss or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover. Upon written request, Paul Ligas Photography will provide suitable loss/damage cover for an additional charge.

Clients who choose to have items returned to them without loss/damage cover do so at their own risk.

## **11. Confidentiality**

The Photographer acknowledges that in the performances of the services, he may receive information from the Client which is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.

## **12. Conduct**

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

## 12.1 Coronavirus/COVID-19

During the Coronavirus/COVID-19 health emergency, all photo shoots must follow these safe working rules:

1. All on-site photography must be socially distanced to a minimum of 2m
2. Those in attendance must be kept to the minimum number required for the photo shoot
3. Face masks must be worn by the Client, Paul Ligas Photography and all attendees at all times (with the exception of the sitter during the period when a portrait photograph is being taken). This is in line with [Department of Health Guidelines on when to wear a face covering](#), specifically "You should also wear a face covering in indoor places not listed here where social distancing may be difficult and where you will come into contact with people you do not normally meet."

Failure to follow these safe working rules will result in immediate termination of the photo shoot. Paul Ligas Photography reserves the right to charge the full fee for the assignment should the shoot be so cancelled.

## 13. Liability

The Client agrees that in all dealings with Paul Ligas Photography, liability will be limited to the following sums:

Public Liability: Limit of indemnity £5,000,000.

## 14. Delivery of Products and Services

The supply of products and services are provided by Paul Ligas Photography on a best endeavours basis. Paul Ligas Photography will not be liable for delays that are beyond reasonable control. Paul Ligas Photography shall use reasonable endeavours to meet agreed deadlines where applicable. Paul Ligas Photography shall not be liable for any delays in meeting any obligations which were due to causes beyond his reasonable control including but not limited to: postage/courier; war/acts of terrorism; riots; government legislation; industrial action; adverse weather conditions; acts of God; floods; fire; loss or damage in transit; etc.

## 15. Prices & Terms

All prices shown within Paul Ligas Photography's price list are subject to change without prior notice. Paul Ligas Photography reserves the right to amend these Terms and Conditions without prior notice.

## 16. Rush Services

Paul Ligas Photography reserves the right to make an additional charge should the Client request a rush service. This service is subject to availability and cannot be guaranteed.

## 17. Images/Data Supplied in Electronic Format

For all images/data supplied to the Client in electronic format (including but not limited to electronic mail, CD's/DVD's etc.), Paul Ligas Photography will endeavour to ensure that the data sent is not corrupt and is virus free before despatch. Paul Ligas Photography cannot be held responsible for any damage, disruption and/or loss of any kind that the said media may cause to the Clients computer or data. The Client agrees to take similar steps to ensure that data sent to the Photographer is not corrupt and is virus-free.

## 18. Law

This Agreement shall be subject to and constructed according to English Law and the parties agree

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to accept the exclusive direction of the Courts of England.