

PSC-Photography Customer Service Agreement.

Contact Name: _____

Company Name _____

Client's Address: _____

Clients Tel No _____ Mobile _____

Email Address _____

Accounts Name: _____

Email _____ Tel No: _____

Photographer's Rate

£85.00 for the first two hours and £35.00 per hour thereafter or £250 per 8 hour day, weekend working is calculated at 1.5x the normal hourly rate on a Saturday and 2x the normal rate on Sunday.

Photo editing will be charged at a standard rate of £25 per hour.

Videography Rate

£115.00 for the first two hours and £45.00 per hour thereafter or £325 per 8 hour day, weekend working is calculated at 1.5x the normal hourly rate on a Saturday and 2x the normal rate on Sunday.

Please request a method statement for either Still photography or Video Photography

1. The Client shall reimburse PSC-Photography for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

2. The deposit is not refundable if the Client cancels or changes the engagement. If the Photographer fails to appear at the place and time specified above, the deposit shall be refunded to the Client.

3. Proof photographs shall be delivered to the Client on via dropbox or email. The client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared. Unless agreed otherwise images will be made available in separate folders containing hi-res images for print and low res images for website use.

4. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons, products and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. My time is charged from arrival to departure and includes Pre discussions, setting up, taking of pictures, transfer of images, editing of images and packing up of equipment.

4.1

Owing to the subjective nature of photography as an art form, the client agrees to waive any potential claims of negligence if they deem, for whatever reason, the images to be sub-standard.

It is assumed that the client is familiar with previous work by PSC- Photography, and that the quality produced on the day be commensurate with this quality where possible.

4a. In relation to product photography items must be made available in a clean presentable manner and prepared prior to the commencement of the shoot. PSC-Photography is not responsible for any loss or damage to product at any time or poor quality images as a result of dirty or ill prepared products.

The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

5. The Photographer retains copyright in the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays.

PSC-Photography Terms and Conditions

1. The following words or expressions shall have the meanings stated:
2. "The Photographer" means Peter Stuart Connolly trading as PSC-Photography. "The Customer" means the person identified as the customer on a Booking Form.

"Booking Form" means a form (whether or not printed on the reverse of these Terms and Conditions) completed by the Customer by which the Customer instructs the Photographer to create Material.

"Material" means all photographs, prints, transparencies, images, negatives, digital scans, digital files, design, artwork, montages, drawings, engravings and/or any other photographic product or other product comprising or containing reproduction of any form of photographic material, and which has been created by the Photographer.

"Order" means any request, order, commission or instruction by or on behalf of the Customer for creation of Material by the Photographer.

"Price" means the price for an Order as set out on a Booking Form or agreed in writing

2. Any work of any description undertaken by the Photographer pursuant to an Order shall be subject to these Terms and Conditions

3. **Copyright in all Material** is retained worldwide by the Photographer at all times and nothing shall be deemed as a release, transfer, assignment or other disposal of the Photographer's rights in the Material, save as:

3.1 specifically set out in these Terms and Condition or may otherwise be agreed by the Photographer in writing. Copyright Designs & Patents Act 1988 – more information on copyright ownership can be found at www.ipo.gov.uk

4.1 In consideration of the Price the Photographer will undertake such work as is necessary to fulfill the requirements of an Order.

4.2 In consideration of the Photographer's agreement in paragraph 4.1 above the Customer will pay the Price in accordance with the provisions set out in paragraph 5 below.

5. An Order shall be subject to the following provisions:

5.1 The Photographer shall be entitled to require a deposit payment of **£85.00** on account of the Price in such sum as may be agreed between the Photographer and the Customer prior to the taking of any steps to create any Material.

5.2 In the event of a cancellation of an Order by the Customer, in addition to any entitlement to claim damages for losses arising from such cancellation the Photographer shall, in any event, be entitled to retain the deposit paid and/or agreed.

5.3 The Photographer shall be entitled to agree to regard any Order that is not evidenced in writing as invalid.

5.4 The Photographer licenses the Customer to utilize the Material produced as a result of the Customer's Order to the extent set out in writing between the Customer and the Photographer. Any breach of such license shall automatically revoke such license without further notification from the Photographer.

5.5 Unless specifically otherwise agreed in writing between the Photographer and the Customer, the Photographer is entitled to utilize Material ordered by the Customer for the advertising, marketing and promotion of the Photographer's business. This might include either internet or print use.

5.6 The Photographer shall be entitled to sub-contract his obligations under an Order at his discretion.

5.7 Save as otherwise agreed between the Customer and the Photographer; the Photographer shall be entitled to use his judgment regarding the style and artistic input in the production of Material.

5.8 **Still Photography:** On completion of the Photographer's obligations a pdf containing the final images will be forwarded onto the customer together with an invoice for payment. Once the invoice has been settled in full the final images will be delivered, or at the end of each calendar month the Photographer shall deliver an invoice for the price to the Customer and the Customer shall pay the price in full on receipt of the invoice. Unless agreed between the client and the photographer payment should be sent by way of B.A.C.S. Transfer to the bank account as shown on the invoice. Any sum outstanding after the expiry of 14 days shall have the following consequences. (See 5.9.1)

Video Photography: will be invoiced in two parts, the first being directly after the shoot is completed and the second on final edit.

5.9.1 Interest at a rate of 4% per annum above the base rate of Santander Bank shall accrue in respect of any outstanding sum.

Complaints

Any complaints should first be raised by the Client with the Photographer/s in writing within 14 days from the date of receipt of images. Complaints received after this date will not be dealt with.

Applicable Law

This contract shall be governed by the laws of the County of the United Kingdom.

Signatures

Client's Signature

Photographer's Signature

A handwritten signature in black ink, appearing to read "P. Connolly". The signature is written in a cursive style with a large initial "P" and a distinct "C".

Printed Name:

Printed Name: Peter Stuart Connolly

26 Dearham Ave, St Helens, WA11 9NW.

07522 – 025670.