

Terms & Conditions

1. Definitions

"The Photographer" means Art Conaghan or Art Conaghan Photography.

Art Conaghan Photography is a trading name for Challenger Communications Limited.

"The Client" means any person, body of persons, firm or Company with whom the Photographer enters into a contract, verbal or written, for the sale of goods or provision of services by the Photographer.

2. Acceptance of Terms and Conditions

All contracts and transactions between the Photographer 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 the Photographer 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. Unless the Photographer gives written authorisation, the Client is forbidden by law to copy any images created by the Photographer and agrees that all photographic reprints, digital duplications or copies of any type made from images created by the Photographer shall only be carried out by the Photographer. The licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Photographer's stated payment terms.

Reproduction rights (if and when granted) are strictly limited to the use specified on the Photographer's invoice and/or quotation. An agreement must be reached with the Photographer before the pictures are used for a different purpose or after the licence to use has expired. The Photographer reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the Photographers invoice and/or quotation.

If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed by both parties. The transfer of copyright will only become applicable after this payment has been made in full.

On instances where the Client requests copies from media that they have supplied, all work is undertaken on the assumption that the Client has obtained written permission from the legal copyright holder for copies to be made. The Photographer may contact the copyright holder of the said image to confirm that authorisation to copy the image has been given. The Client agrees to fully indemnify the Photographer in respect of any claims or damages or any costs arising in respect of claims for copyright violation made by a third party.

All original negatives, transparencies and digital files created by the Photographer remain the property of the Photographer. The Photographer will ensure that all such materials are stored safely for the Client and make them available for future reproduction in return for the relevant fee.

The Photographer reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes.

4. Exclusivity

If a booking is made where the Client is to be paid a commission/pitch fee/stand fee or the Photographer is paid by commission or sales, the Photographer reserves the right to have exclusive photography rights for the assignment. This includes photographs being offered for sale or being given away by any other photographer and also images being uploaded to websites for events participants to download for payment or without charge.

5. Cancellation Fees / Overruns

If a booking is cancelled by the Client within one working day of the starting time, the Photographer reserves the right to charge up to £500 fee for the assignment. If a booking is cancelled within ten working days of the starting time, the Photographer may charge 50% of this fee.

For cancellations/postponements due to weather conditions, the Photographer reserves the right to charge his full fee and expenses due to weather conditions on location. In such instances, the Photographer may charge in full for his expenses (e.g. including but not limited to; hire of specialist equipment, vehicles etc), that he may have incurred prior or during the assignment taking place.

6. Payment Terms

For all non-account Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment.

For authorised account holders, payment of the Photographer's invoice must be made within 28 days of the date of that invoice. The Photographer reserves the right to withdraw account facilities and services without notice should the Client fail to pay the Photographer's invoice(s) within 30 days.

7. Retention of Title

The Photographer reserves the right to retain all of the Clients materials in his possession until all monies owed to the Photographer have been paid in full. Furthermore, the licence to reproduce images created by the Photographer will also be revoked until payment has been made.

8. Fees and Expenses

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

9. Representation

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.

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.

The Photographer will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit. The Photographer 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, the Photographer 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

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

13. Liability

The Client agrees that in all dealings with the Photographer, the Photographer's liability will be limited to the following sums:

Public Liability: Limit of indemnity - £1,000,000

Professional Indemnity: Limit of indemnity - £0

14. Delivery of Products and Services

The supply of products and services are provided by the Photographer on a best endeavours basis. The Photographer will not be liable for delays that are beyond reasonable control. The Photographer shall use reasonable endeavours to meet agreed deadlines where applicable. The Photographer shall not be liable for any delays in meeting any of his obligations which were due to causes beyond reasonable control including but not limited to; postage/courier/lab delays, 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

The Photographer reserves the right to amend both Prices and these Terms and Conditions without prior notice.

16. Short Notice or Rush Services

The Photographer reserves the right make an additional charge should the Client request a Short Notice or 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), The Photographer will endeavour to ensure that the data sent is not corrupt and is virus-free by scanning the data with Antivirus software before despatch. The Photographer 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/or virus-free.

18. 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.

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