

Shuttercraft.

TERMS & CONDITIONS

1. INSTRUCTIONS MUST BE IN WRITING

1.1 The Client must ensure that all instructions and expectations regarding the Booking/Order (and any subsequent variations) are agreed in writing.

2. LICENCE GRANTED TO CLIENT

2.1 Except as may be expressly provided in the Agreement, the copyright in all Photographic Works resulting from the booking remains the property of Shuttercraft Limited. These terms override section 21 (3) of the Copyright Act 1994.

2.2 Shuttercraft Limited grants the Client a non-exclusive Licence to use those parts of the Photographic & Video Works selected by Shuttercraft Limited and presented to the Client. The Licence includes the right (if any) to reproduce and publish the Photographic & Video Works for the purposes specified in the Booking. The Client shall have the right to seek further Licences for use or reuse of any Photographic & Video Works, which shall not be unreasonably refused by the Photographer but is subject to agreement of a reasonable fee for that Licence.

2.3 If the Photographic Works have been produced for an Advertiser named in the Agreement, the Photographic & Video Works may only be used by the Advertiser. The Client must ensure that the Advertiser complies with the Client's obligations and all other terms and conditions of the Agreement.

2.4 The Client acknowledges that Shuttercraft Limited always retains the right to use the Photographic & Video Works in any manner at any time and in any part of the world for the purposes of:

- a. Entering the Photographic & Video Works into photographic competitions or awards and for their use in any material published in connection with promoting those competitions or awards; and
- b. Advertising or otherwise promoting Shuttercraft Limited's Work, including through the use of social media; and
- c. Submitting the Photographic & Video Works for display in art galleries or other premises; and d Using the Photographic Works for any other purpose within the Photographer's business activities.

3. CONDITIONS OF LICENCE

3.1 This Licence to use, and the right to use the Photographic Works commences from the date of delivery of imagery to the client.

3.2 This Licence must not be assigned to any third party without Shuttercraft Limited's prior written permission (which shall not be unreasonably refused), but may be sublicensed by the Client to the Advertiser named in the Agreement (if any) on the same terms and conditions of this Licence (excluding any further right to sublicense).

3.3 The Client is entitled to:

a. Manipulate, distort or make other alterations to the Photographic & Video Works (including overprinting by text or other Photographic & Video Works), unless this right is expressly excluded in the Agreement; and

b. Use only a portion of the Photographic & Video Works.

3.4 Copyright in any new Photographic Works created from any manipulation, alteration, distortion or overprinting of text of the licensed Photographic & Video Works shall remain with the Photographer and shall be licensed to the Client on the same terms and conditions of the Agreement.

3.5 Any breach of the Agreement by the Client (or by the Advertiser, with the Client's knowledge) which results in damage to the professional reputation of the Photographer, entitles the Photographer to compensation from the Client for that damage in addition to any other remedies available to the Photographer.

4. ASSIGNMENT OF COPYRIGHT

4.1 Where the Agreement specifies that copyright in the Photographic Works is assigned to the Client in consideration for the Client's payment for those Works:

a. Shuttercraft Limited assigns to the Client copyright in the Photographic & Video Works from the date of delivery of imagery to the client and the Agreement;

b. It is the responsibility of the Client to obtain all model releases, moral right waivers and privacy waivers necessary for the use of the Photographic & Video Works;

c. The Client agrees to indemnify Shuttercraft Limited in respect of any loss, claims, damages or expenses (including costs incurred on a solicitor client basis) incurred by the Photographer arising from any use of the Photographic & Video Works; and

d. Shuttercraft Limited retains the rights described in clause 2.4 and clause 5 of these terms and conditions.

5. DATA PRESERVATION

5.1 The Client's right to use the Photographic & Video Works under the Licence does not include the right to remove, alter or otherwise affect any rights information accompanying or relating to the Photographic & Video Works, including (without limitation) any notices or metadata accompanying or part of the Photographic Works recording creator details, copyright ownership or publication status of the Photographic & Video Works. The Client shall not alter or remove any notices attached to the Photographic Works and shall take all reasonable steps to respect and preserve the Shuttercraft's copyright and other rights. Where Shuttercraft has placed restrictions on access to or use of the Photographic Works, the Client shall not defeat (or attempt to defeat) such restrictions.

6. STORAGE AND BACKUPS

6.1 The Client acknowledges that the Client is responsible for the storage and backup of the Photographic & Video Works supplied by Shuttercraft Limited. While Shuttercraft Limited will follow its usual backup procedures (if any) upon delivery of the Photographic & Video Works, the Photographer shall not be liable under any circumstances if unable to produce backups or future reproductions of the Photographic Works upon the request of the Client. Where backups are available, these may be made available to the Client for a fee.

7. PRIVACY AND PERSONAL INFORMATION

7.1 As part of creating the Photographic & Video Works, Shuttercraft Limited may collect and retain personal information about the Client. The personal information may be used by the Photographer for communicating with the Client for any purpose relating to the Photographic & Video Works (including arranging third party services), direct marketing and in connection with these terms and conditions.

7.2 The Client authorizes the Photographer to collect, retain, use personal information for these purposes and to disclose that information to any person or entity for these purposes.

7.3 Personal information collected by the Photographer shall be retained in Shuttercraft Limited's database. The Client may access and request correction of any of the Client's personal information by contacting Shuttercraft Limited.

7.4 Where section 105 of the Copyright Act 1994 applies, the Photographer shall obtain any necessary consent in accordance with section 107 of that Act, provided however that the Client agrees that the Photographer has the rights described in clause 2.4 unless those rights are expressly excluded in the Booking.

8. PAYMENT

8.1 The Client shall pay the Photographer the various amounts payable in accordance with the Booking/Order and the Agreement.

9. URGENT WORK

9.1 Where the Client requires Photographic & Video Works on an urgent basis (which includes where the Photographer is unable to re-shoot or correct a shot because of an urgent deadline) the Photographer will not be liable for any losses or damages arising out of the inability to carry out a re-shoot or the costs of arranging a re-shoot.

10. CHANGES TO THE ESTIMATE

10.1 Estimates of fees and Job-Related Costs are estimates and not firm quotations and are liable to alteration. Shuttercraft Limited must bring any increase to the estimate, of 10% or more, to the attention of the Client. Any change to the job specifications made or agreed by the Client may alter the fees and Job-Related Costs.

11. OVERDUE PAYMENTS

11.1 In the event that any monies are not paid in full on the due date, Shuttercraft Limited shall be entitled to:

- a. Charge interest at a rate of 2.5% per month or part month overdue on any amounts outstanding;
- b. Recover any debt collection costs and related legal expenses (on a solicitor-client basis); and
- c. Suspend any further work until all amounts owing and any costs incurred are paid in full.

12. CANCELLATION

12.1 When a Booking is confirmed by the Client, the Client becomes liable for payment to Shuttercraft Limited and Shuttercraft Limited becomes liable to complete the shoot.

12.2 Cancellation of the Booking by the Client must be in writing and must give reasonable notice to Shuttercraft Limited. Subject to any specific terms in the Agreement.

- If a client cancels their booking more than 24 hours in advance, they will not be charged.
- If a client cancels their booking within 24 hours of the scheduled shoot, they will be invoiced for 50% of the total cost.
- If a client cancels their booking within 2 hours of the scheduled shoot, they will be invoiced for the full amount. Bad weather is an exception to Shuttercraft Limited's cancellation policy.

12.3 The Client acknowledges and agrees that these cancellation fees fairly reflect the loss suffered by the Photographer and the Photographer's ability to re-schedule work and re-allocate resources, depending upon the amount of notice given.

13. POSTPONEMENT

If a client postpones their booking more than 24 hours in advance, they will not be charged.

- If a client postpones their booking within 24 hours of the scheduled shoot, they will be invoiced for 50% of the total cost.
- If a client postpones their booking within 2 hours of the scheduled shoot, they will be invoiced for the full amount.

Bad weather is an exception to Shuttercraft Limited's cancellation policy.

13.2 The Client acknowledges and agrees that these cancellation fees fairly reflect the loss suffered by the Photographer and the Photographer's ability to re-schedule work and re-allocate resources, depending upon the amount of notice given.

14. CLIENT CONFIDENTIALITY

14.1 The Client must advise the Photographer as to whether any material or information supplied is of a confidential nature. The Photographer will keep that material or information confidential, except where disclosure is reasonably necessary to enable the Photographer to perform the Agreement.

15. INDEMNITY

15.1 The Client undertakes to indemnify the Photographer for any loss, claim, damage, or expense (including costs incurred on a solicitor client basis) suffered or incurred as a result of:

- a. Any breach by the Client of the Agreement;
- b. Any illegal or defamatory Photographic Works produced for the Client;
- c. Any infringement of an intellectual property right of any person; or
- d. In recovering any moneys due.

15.2 Such loss, claim, damage or expense shall be moneys due for the purposes of these terms and conditions.

15.3 The Client is responsible for obtaining any authorisation, clearance, licence or other form of approval necessary for the lawful use of third party intellectual property works.

16. CONSUMER GUARANTEES ACT 1993

16.1 The Consumer Guarantees Act 1993 may apply to the Photographic Works provided by the Photographer, if the Client acquires those Photographic Works for personal, domestic or household use or consumption. If this Act applies, nothing in the Agreement will limit or exclude the Client's rights under this Act.

16.2 If the Client is acquiring the Photographic Works for business or trade purposes, then the Client's rights are subject to the Agreement only and the Consumer Guarantees Act 1993 shall not apply.

17. PHOTOGRAPHER NOT LIABLE FOR LOSSES

17.1 Except as provided by the Consumer Guarantees Act 1993, the Photographer shall not be liable for:

- a. Any loss or damage arising by reason of any delay in the completion of the Photographic Works; or
- b. Any loss of profits or revenues; or
- c. Any indirect or consequential loss of whatever nature; or d Any loss resulting from any errors or omissions arising from an oversight or a misinterpretation of a Client's verbal instructions.

18. ENTIRE AGREEMENT

18.1 The Booking/Order, together with these standard terms and conditions and any other special conditions agreed in writing between the parties, shall constitute the entire Agreement between the parties.

18.2 Each Booking made by the Client shall (together with these standard terms and conditions and any other special conditions agreed in writing between the parties) constitute a separate Agreement between the parties.