

Terms and Conditions of Business  
Photect

1. The following words or expressions shall have the meanings stated:

"the Photographer" means Richard Ellis trading as PhoTect .

"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.

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

3.2 may otherwise be agreed by the Photographer in writing.

4.1 In consideration of the Price the Photographer will undertake such work as is necessary to fulfil 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 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 licences the Customer to utilise 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 licence shall automatically revoke such licence 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 utilise Material ordered by the Customer for the advertising, marketing and promotion of the Photographer's business.

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 judgement regarding the style and artistic input in the production of Material.

5.8 The Photographer shall not be liable to the Customer for any failure, in whole or in part, to fulfil his obligations under an Order where failure arises as a result of an event or circumstances beyond his control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.

5.9 On completion of the Photographer's obligations under an Order, the Photographer shall deliver an invoice for the Price to the Customer and the Customer shall pay the Price (or any balance of it) within 30 days of the date of the invoice. Any sum outstanding after the expiry of 30 days shall have the following consequences:

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

5.9.2 Any licence granted by the provisions of paragraph 5.4 above shall be automatically revoked and shall only be capable of reinstatement upon payment of any outstanding sum plus interest and any other costs incurred by the Photographer.

6. The contractual relationship between the Photographer and the Customer shall be governed by the laws of England.

7. An Order, as evidenced by information on the Booking Form and as governed by and together with these Terms and Conditions shall form the entire agreement between the Photographer and the Customer, save as otherwise agreed in writing.