

MiniAperture Photography Terms and Conditions

1. Definitions

"The Photographer" means MiniAperture Photography, 91 Bosworth Road, Castle Donington, Derby, DE74 2JN. "The Client" means any person, body of persons, firm or Company with whom the Photographer enters into a contract 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. MiniAperture Photography will provide a collection of edited images to the client(s) digitally via WeTransfer. The images will be provided as high-resolution JPEG files. No guarantee will be made on the total number of images provided. The images provided will be deemed the full and final collection and under no circumstances will RAW files ever be released. MiniAperture Photography will digitally archive and store your images for a period of 3 months after your photographic shoot date. It is, therefore, the clients(s) responsibility to backup and store their images.

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

4. Commission Payments

Any commission/pitch fee/stand fee agreed in advance is based upon information provided by the Client. The Photographer reserves the right to reduce payment on a pro rata basis if that information is deemed to be incorrect. Any payment will not be due until after the event has taken place.

5. Cancellation

In the event that MiniAperture Photography cannot attend for any reason beyond their control, death, accident or illness or for any other reason then MiniAperture Photography will not be liable to compensate the client except to return any monies paid to date. In this event MiniAperture Photography will make every effort possible to provide a substitute photographer of similar skills and experience.

If a booking is cancelled fully by the Client within one working day of the starting time, the Photographer reserves the right to charge the full fee for the assignment. If a booking is cancelled within ten working days of the starting time, the Photographer may charge 50% of the full fee. Deposits/Holding Fee's are non-refundable.

For outside bookings where no indoor option is available, and is cancelled/postponed due to weather conditions, the Photographer will make no charge to the client if reasonable notice of the cancellation/postponement is given by the client. The Photographer reserves the right to charge in full for expenses (e.g. including but not limited to; hire of specialist equipment, vehicles etc), that may have been incurred prior or during the assignment taking place.

6. Right to Withdraw

MiniAperture Photography's discovery of new information : example, changes to agreed terms, changes to location, changes to times or other factors that may disturb proceedings that have already been agreed at the initial booking also non-cooperation from clients ie: missed meetings, non-payment or late payment of invoices, late arrival at meetings then MiniAperture Photography have the right to withdraw.

Should MiniAperture Photography withdraw from the contract all fees paid will be returned, as well as fair market value for products or services delivered, in this circumstance a charge of £140 per hour is for services already provided to the client(s). Should the photographer's personal safety or safety of their equipment come under threat during the photographic shoot, the photographer may cease their duties immediately if part of the photographic shoot is missed due to safety issues this is not the responsibility of MiniAperture Photography and no refunds will be given.

7. Advanced Retouching

The images provided to the client(s) will have been edited to the correct exposure, colour, contrast and tone in line with the artistic vision of MiniAperture Photography. Advanced Retouching is not offered, (eg: total skin smoothing, teeth whitening, skin imperfection removal, removing stray hairs or smudged makeup, removal of objects, swapping a face from one image to another, brightening of eyes, and body shaping or slimming enhancements).

8. 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 their 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 his 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.

MiniAperture Photography will provide a set of edited proofs to the client(s) digitally via WeTransfer. The images will be watermarked JPEG files at a reduced resolution. High resolution JPEG images without a watermark will only be issued once any outstanding balance for the assignment has been paid in full (see Payments below). No guarantee will be made on the total number of images provided. The set of proofs provided will be deemed the full and final collection

9. Payment

After the assignment, unless agreed otherwise by both parties at the time of booking, payment for all products and services provided by the photographer must be made by bank transfer within 7 days of the date of the invoice.

Any late payments will incur additional charges, the amount will depend on the image licence granted and the use of the image(s) within accordance to that licence

10. Prices & Terms

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

11. Rush Services

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

12. Images/Data Supplied in Electronic Format

For all images/data supplied to the Client in electronic format (including but not limited to electronic mail, USB's/CD's/DVD's etc), The Photographer will endeavour to ensure that the data sent is not corrupt and is virus-free. 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.

13. License, Use, Coverage and Reproduction

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure.

Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs, however, every effort is made to balance those during the editing process.

The photographer shall be granted an artistic license in relation to the poses photographed and the locations used. The photographer's judgment regarding these matters shall be deemed correct.

Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with the client's requirements.

The License to Use comes into effect from the date of payment of the relevant invoice(s).

No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission in writing. This includes the use of watermarked proofs.

Any permission that may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.

Where restricted in the Agreement, permission to use the Photographs for other purposes will normally be granted upon payment of a further fee to be mutually agreed.

A written agreement must be reached with the Photographer before the Photographs may be used for other purposes.

Where the use of images which breach the Licence to Use, further charges may apply.

Any reproduction rights granted are by way of licence only and no partial or other assignments of copyright shall be implied.

On the Client's death or bankruptcy or (if the Client is a Company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver or an administration is appointed, any licence granted shall immediately cease.

A description of the intended usage of images must be disclosed on booking, for example, to use Commercially please state so, for Public or Consumer Use then please state so.

The type of Licence To Use detailed on the relevant invoice/quote for the assignment.

14. On The Day

The photographer will not be held responsible for interruption on the day of photographic shoot by person, employees, models, staff, venue or such as force of nature, burst pipes, fire or any other situation deemed to be a health & safety hazard by the venue which results in an evaluation or stops the proceedings.

15. Personal Accident

Any directions issued to client(s), their guests or employees during a photographic shoot are deemed to be at said person's own risk, the use of props such as smoke effects, additional lighting or costume. MiniAperture Photography will not be held responsible for any personal accidents, damage to clients(s) property, clothing or other during a photographic shoot.

16. Severability

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

17. Virtual Tours

3D scans and virtual tour photography can take anywhere between an hour to a full working day to complete (or more), depending on the size and complexity of the space and service chosen. The client is expected to minimise the amount of people in the space during the appointment and is asked not book other appointments during the production session. Delays incurred on-site falling outside the scope of work required by the photographer will be billed to the client at £140 per hour.

3D Virtual Tours are hosted on MiniAperture Photography's Matterport Cloud Server, and are active for the period of time stated on the relevant invoice, starting on the delivery date unless otherwise agreed upon. The hosting period can be renewed quarterly or annually at the below costs at the discretion of the photographer.

After the initial free period of hosting stated on the relevant invoice, the client may purchase additional hosting time in order to keep the 3D Virtual Tour active. This can be paid quarterly or annually in advance for £30.00 or £100.00 respectively.

Google Street View virtual tours are hosted on the client's Google My Business account. Unless otherwise requested, the 360° images captured by the photographer are assembled into a virtual tour and published directly to the client's Google My Business account. The client is not provided with the individual panoramic images. Google Street View virtual tours will remain on Google Street View indefinitely and with no ongoing costs. If you wish to have the imagery removed from Google in the future, this will be subject to a one-off fee of £50.00.

There is no way of knowing how web technology will develop in the future and how that may impact the functionality of any virtual tour on any platform. We will strive to work with you should such situations arise but these changes are beyond our control at the time of delivery. In no event will the photographer be liable for loss of data, costs of procurement of substitute goods or services or any special, consequential or incidental damages, under any cause of action. In any event, the photographer will have no liability arising out of this agreement.

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.