

Photography and Marketing Services

These Terms and Conditions relate primarily to the provision of Photography Services. Where non photography work is required, the terms of appointment will usually be agreed by email or letter.

Company information & how to contact us

Peter Taylor at KM Services

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1. Definitions

Booking: an agreement between the Photographer and the Client for photography services and whilst this can be verbal, confirmation should be in writing or by email or by other agreed means of communication.

Client: the client is the person or organisation to whom the Quotation and Invoice will be addressed, even if the Client is acting on behalf of a third party.

Estimate or Quotation means the costs as provided in writing by the Photographer for the Services to be provided as per the **Client's Project Brief**, in association with these Terms and Conditions.

Image or Photograph means any reference to photographic material provided by the Photographer including digital images, digital scans, artwork or image files etc, whether physical or electronic.

Invoice is the request for payment which will be issued by the Photographer to the Client on completion of the agreed Services.

Photographer means Peter Taylor trading as KM Services and associated administration colleagues.

Project Brief; the nature and the scope of the photography Services as advised by the Client and confirmed by the Estimate or Quotation.

Reproduction includes any form of publication or copying of the whole or part of any image by any means, whether or not altered by any means and whether or not to an audience. Please refer to section 2.

Services means the services provided by the Photographer and set out in the Estimate or Quotation together with any associated administration tasks.

2. Copyright, Title, Licence, Permissions and use of Photographs

- 2.1. The entire Copyright of the Photographs is retained by the Photographer at all times and throughout the world until full payment is received.
- 2.2. Either at the time that the Booking is made or on completion of the photography Services, written agreement should be reached between the Photographer and the Client as to how the Images may be used. Use of or reproduction in anyway must be covered by such agreement prior to use and shall not come in to force until payment has been received in full and by the due date by the Photographer.
- 2.3. The Photographer may in the course of his business submit Images taken on behalf of a Client, to a stock agency for further distribution unless expressly agreed to the contrary.
- 2.4. The Photographer may in the course of his business show a prospective Client Images taken on behalf of another Client, as examples of his work, unless expressly agreed to the contrary.

Client Confidentiality, Data Protection and Privacy Policy

- 2.5. The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary in order to deliver the agreed photography Services.
- 2.6. The Photographer agrees to process any personal data relating to the Client in accordance with the Data Protection Act 1998 and in line with any UK privacy legislation as may be introduced and amended from time to time.
- 2.7. If do you not want any details submitted via this website to be kept for any reason other than for our internal record keeping, please advise the Photographer otherwise, from time to time, we may use your information to contact you.

3. Indemnity

- 3.1. The Client is responsible for ensuring that all necessary consents are obtained prior to Photographs being taken in respect of the use of names, trademarks, people , copyright designs or works of art, intellectual property etc which will appear in the Photographs taken in line with the Project Brief. In this respect, the Client agrees to indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances and consents.
- 3.2. It may be agreed in writing prior to Photographs being taken, that the Photographer is responsible for ensuring that all necessary consents are obtained in respect of use of names, trademarks, people, copyright designs or works of art, intellectual property etc which will appear in the Photographs taken in line with the Project Brief. The Photographer would undertake this duty to the best of his ability but does not accept liability for any subsequent loss or damage suffered by the Client in this respect. The Client should therefore satisfy themselves that all necessary consents have been obtained.

4. Payment, Expenses & VAT

- 4.1. Payment terms are strictly 30 days from the date of the invoice and payment may be made by bank transfer, cheque or by prior agreement, by PayPal or other means as agreed before Services are provided.
- 4.2. Payment is only considered to have been made when the Photographer is in possession of cleared funds, proof of posting is not considered as proof of receipt.
- 4.3. The Photographer reserves the right to claim interest and compensation for any debt recovery costs, together with admin fees in respect of any payment reminders etc.
- 4.4. Where additional expenses are reasonably incurred by the Photographer as a result of changes to the Project Brief by the client, or due to circumstances outside the Photographer's control, the Client shall be liable for and pay such expenses in addition to the originally agreed Quotation. Where practical, such additional costs will be advised in writing to the Client in advance of the photography Services being provided.
- 4.5. KM Services is not currently registered for VAT. However, this may not always be the case and when the time comes, UK VAT at the prevailing rate will be charged, currently 20%. If VAT applies, this will be clearly shown on your Estimate or Quotation.

5. Rejection

Unless a rejection fee has been agreed in advance, the Client has no right to reject the Photograph(s) on the basis of style, composition or editing. Any further Services provided by the Photographer in response to changes requested by the Client will be subject to the agreement of a further Quotation for Services.

6. Cancellation and Postponement

- 6.1. A Booking is considered firm at the time it is agreed in line with the Client's Project Brief and the Photographer's Quotation for services.
- 6.2. Once a specific date and time for a Booking has been made, at his discretion, the Photographer may charge a fee for Cancellation or Postponement as follows:
 - Within 48 hours or less before the Photographer was due to provide his Service @ 100% of the Quotation price;
 - Less than 7 days, but more than 48 hours before the Photographer was due to provide his Service @ 75% of the Quotation price;
 - 7-14 days prior to the Photographer being due to provide his Service @ 50% of the Quotation price.

7. Use and Storage

- 7.1. When the Project Brief is provided and before the Quotation for Services is agreed by the Client and a Booking is confirmed; the Client is responsible for discussing and confirming in writing or by email to the Photographer, how the Images provided by the Photographer will be used. See section 2.
- 7.2. Editing of the Images by the Client may only be done with the Photographer's prior consent.
- 7.3. The Photographer will electronically store the Client's Images for an undefined period to time. However the Photographer makes no warranty in this respect and therefore once Images have been electronically provided to the Client, it is the Client's responsibility to ensure safe storage of the Images for future use as agreed by the Photographer.

8. Applicable Law

These Terms and Conditions shall be governed by the laws of England and Wales.

9. Variation

- 9.1. These Terms and Conditions shall not be varied except where agreed in writing by the Photographer.
- 9.2. These Terms and Conditions may be updated by the Photographer from time to time and the current version will be published on the website.

10. KM Services Website Copyright

All content included in this website is the property of Peter Taylor trading as KM Services. No part of this website may be reproduced without our prior written consent. The website or parts of the website may be updated or amended from time to time at the discretion of the KM Services.