Area of application

For the purpose of these Terms and Conditions the following definitions will apply:

When you commission Calvin Merry to photograph an assignment for you, you are agreeing by default to the following basic terms of business. Additional clauses may be included in your own contract, subject to the requirements of your photo shoot.

Photographer – With reference to these terms and condition is solely Calvin Merry Photography.

Client or Customer - is the person/s or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

Photographs means all photographic material supplied by Calvin Merry Photography, this includes transparencies, negatives, prints, digital files, digital scan, digital image, design, artwork, montage or any other item which may be supplied for the purposes of reproduction.

1) These General Terms and Conditions are applicable for all orders, quotes, deliveries and services provided by the photographer and/or his/her agent. They are applicable for each stage of creative development and in particular for digitally produced photographs.

2) They are considered as agreed to by the customer’s acceptance of the photographer’s quote, payment of invoice and/or by the customer’s acceptance of the photographer’s delivery or service.

3) Within the context of an ongoing business relationship, the General Terms and Conditions are applicable, even without explicit approval, to all future orders, quotes, deliveries or services of Calvin Merry Photography.

Services rendered by the photographer, customer’s rights and duties.

4) Without other agreement between the parties, the creative presentation of the photographic works is at the discretion of Calvin Merry Photography.

5) The photographer is responsible for supplying cameras and other equipment necessary for carrying out the assignment.

6) To carry out the photographic works, Calvin Merry Photography and/or his/her agent may appoint auxiliary staff of his/her choice (assistants, make-up artists, stylists, etc.). The cost of such auxiliary staff will be passed to the client.

7) The customer acknowledges that the photographic images supplied by Calvin Merry Photography constitute copyright material.  Calvin Merry Photography retains the entire copyright in the photographs at all times throughout the world.

In the UK, copyright exists automatically in all original works and are protected by the 'Copyright, Design & Patents Act, 1988'.

8) Design suggestions or concepts ordered by the customer are independent services, which must be remunerated separately.

9) Analogically and digitally produced photographs, in particular RAW files remain the property of the photographer. The customer has no right of retention of supplied photographic images.

10) The customer shall treat photographic images made available to him/her with utmost care.

11) Complaints concerning the content, quality, or condition of the photographic images are to be communicated by notice of defects within 24 hours of upload of images to DropBox or delivery by email. Otherwise, the photographic images are considered approved.

12) The customer is responsible for ensuring that persons, objects and locations necessary for carrying out the order are available and/or accessible.

13) The customer will be held liable for costs incurred and third party costs if the customer does not fulfill the obligations (as stated in point 12) or postpones a photo shoot less than one working day prior to the appointment. In addition, the photographer has the right to claim compensation of 100% of the fee agreed on for the photo shoot.

14) It is not the responsibility of the photographer to obtain the approval (model release) of persons to be photographed nor of legitimate persons on location (location release) concerning the planned usage of the photographic images, if the customer has designated the persons or locations that are to be photographed.

15) The photographer may name the customer as a reference in written or electronic (Internet) form.

Usage rights.

16) With delivery and payment of the works, the customer acquires a license for use of the photographic works within the agreed scope. Not included herein is a sub-licensing to third parties by the customer.

17) Provided the brief has been fulfilled there is no right to reject on the basis of style or composition.

Cancellation and Postponement

A booking is considered firm as from the date of confirmation and accordingly Calvin Merry Photography will, at their discretion, charge a fee for cancellation or postponement.

18) The photographer can use the photographic images for his/her own advertising and (except as otherwise agreed) license them to third parties.

19) Exclusive rights and retention periods in the customer’s favour must be agreed on and remunerated separately.

20) Modifications to the photographic images by analogue or digital composing and/or montage for the production of a new copyright product are only authorised with Calvin Merry Photography’s prior written consent.

21) The photographic images may not be copied or photographed as a replicate or used as a motif in a picture.

22) If the work is used, the customer shall, as far as customary, ensure appropriate names are given.

23) If the photographic images are used by the photographer for his/her own purposes or for licensing to third parties, the photographer guarantees that the depiction of persons, objects or locations does not infringe any rights of third parties.

Liability.

24) Calvin Merry Photography is only liable for intentional and/or grossly negligent behaviour. This also applies to liability for defects.

25) The limitation of liability (according to point 24) also applies to the behaviour of employees and auxiliary staff of Calvin Merry Photography.

26) In case of dispute, the customer bears the court costs and assumes claims for damages against Calvin Merry Photography by third parties who (in accordance with point 14) have authorised the customer to use the photographic images.

27) The photographic images may not be used in a distorting manner. The customer also bears the responsibility for the correct labelling of the photographic images.

Remuneration.

28) The remuneration agreed on between the parties, plus VAT, is owed and payable prior to work commencing.  If the invoice is not paid, in full, within 7 days unless stated otherwise in the initial invoice, Calvin Merry Photography reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 & Late Payment of Commercial Debts Regulations 2002 from the date payment was due until the date payment is made. If the invoice is not paid in full within 14 days, Calvin Merry Photography reserve the right to take any/all necessary steps to recover the invoice total, including VAT, as compensation for the cancelled photo shoot.

29) Costs and expenses for the execution of the job, such as for example remuneration for auxiliary staffs and models as well as rental fees for equipment, rental costs for studios, photo shoot locations, props, travel expenses, allowances, etc, are not included in the remuneration and will be charged to the customer.

30) Calvin Merry Photography reserves the right, on non/outstanding payment of customer invoice, to cancel the agreed photo shoot and retain any/all goods supplied for the photo shoot until the invoice is paid in full.

31) For digital productions, the image editing (RAW conversions, colour and tonal value adjustments, selection of images, retouching, etc,) will be invoiced separately unless agreed in the original quote.

32) For digital productions, a flat-rate camera fee is payable. This is not identical to the costs for image processing and is calculated according to the size and scope of the equipment used.

33) The remuneration (according to point 28) must be paid in full even if the ordered and delivered photographic images are not used.

34) For delivery of photographic images from the photographer’s archive, an archive utilisation fee of £25 maybe applicable.

Place of jurisdiction and applicable law.

35) The sole place of jurisdiction and place of performance is the photographer’s place of residence and/or place of business, even for deliveries abroad.  Substantive UK law is applicable to this contractual relationship. Imperative jurisdictions remain reserved.

36) Client images will be uploaded to a client folder within DropBox. The client has 14 days from the day the invitation is accepted, to COPY their images out of their DropBox folder to their local PC. Please DO NOT 'MOVE' THEM as these are the only copies of the finished images. If a client requires access to their images AFTER the initial 14 day period, there is an administration charge of £15+VAT payable in advance. This cost covers the time required to pull your images from our remote data archiving facility and re-upload them to a DropBox folder.

37) When a photoshoot is booked, we work to a set time scale for the client. This includes feedback and approval of uploaded contact sheet(s). If we do not receive this feedback within 48 hours of uploading the contact sheet(s), it may be the case that you have missed your deadline for the scheduled turn around of images with retouching. In such a case, your retouching will be allocated the next available slot.

38) Shipping of items back to the client will be chargeable. An invoice will be raised for either Royal Mail Special Delivery, or Courier 'signed for' delivery. Our usual shipping method is by RM Special Delivery (pre 1pm). If return shipping is required by any other method, the client must state this during booking.

39) A 30 day money guarantee is offered under certain offers and conditions. Due to the nature of photographic images and the difficulty in controlling where images are used and whether they have been used or not, this guarantee is based upon a) Calvin Merry Photography being satisfied the images have not and will not be used by the client in any way, at any time, b) Calvin Merry Photography being satisfied that the images shot do not reach the stated shoot brief requirements. If the client has not responded to our requests for a shoot brief, hence we have shot to what we believe to be a normal commercial brief, the guarantee will be void. The 30 days commences on the date or order. The client has 24 hours from the time/date of acceptance of the Dropbox invitation, to reject any images, after that time Calvin Merry Photography assumes images have been client approved.

40) By placing a paid booking, the client is deemed to have read and agrees to all the above terms and conditions.