

Terms of Business

1. Definitions and Interpretation

1.1. In this Agreement the following definitions apply:

“**Brief**” means any and all written description of the Project received by CWP from the Client taken together as a whole to describe the scope and intended finished appearance and outcome of a Project

“**Client**” means any party that instructs CWP to produce any images, film or associated collateral for its own use or acting as an agent on behalf of a third party

“**Delivery**” means the supply to the Client by CWP of the link and password to gain access to the finished Project online or any such other arrangement to deliver the completed Project as may be agreed by the Parties, including but not limited to the supply of a hard disk containing the Project (at the Client’s expense)

“**Estimate**” means the PDF document supplied by CWP by email to the Client estimating costs associated with production of a Project as described the Brief and subject to variance in accordance with the provisions in Clause 3

“**Instruction**” means any request by the Client of CWP to undertake work on its behalf

“**Invoice**” means the PDF document supplied by email to the Client at the point of Delivery itemising the full and final amount payable in accordance with Clause 7

“**CWP**” means Charles Ward Photography

“**Parties**” means CWP and the Client as the two contracting Parties to these terms and no other

“**Project**” means any photographic image or set of images, film or short commissioned by the Client for production by CWP for any reason, commercial or private

“**Terms**” means the terms and conditions contained in this agreement taken together as a whole in accordance with clause 13.1

2. Scope

2.1. These Terms apply to all Work undertaken as part of any Project for the Client by CWP, including but not limited to stills photography and filming and the editing thereof, production of edits for whatever purpose, social media strategy and management, travel and any other expenses and costs incurred in the course of any Instruction by the Client to CWP.

2.2. Provided these Terms have been sent to the Client, these Terms are deemed to be accepted by the Client and to apply by virtue of the earlier of: a) their being signed by the Client; b) CWP having commenced any Work, as defined in clause 2.1, on the Instruction of the Client; or c) any other written expressed acceptance of these Terms.

3. Brief

3.1. All Work undertaken will follow the Brief provided to CWP by the client and CWP’s subsequent written Estimate, and any further agreements made by the Parties in writing by email ahead of commencement and during execution of the Project. The Client warrants that this is thoroughly read and understood prior to acceptance and Instruction to commence Work.

3.2. If it becomes apparent that significantly more Work or extra expense is required than had been anticipated in the preliminary discussion or Brief, CWP reserves the right to adjust its Estimate and/or the anticipated Delivery deadline.

3.3. If at any time the Client wishes to amend or vary the original Brief or storyboard and such changes result in additional costs to CWP, CWP agrees to notify the Client of the amount before any such additional costs are incurred and CWP shall proceed only after receiving written approval from the Client. Any such additional costs shall appear on the Invoice and be payable in accordance with clause 7.1.

4. Costs

4.1. Photography and Editing:

The Client will pay CWP by the day or part thereof for all photography and editing work associated with the production of any Project.

CWP headline day rates are as follows:

| | |
|-------------|-------------------------|
| Photography | £995.00.00 plus VAT |
| Editing | £495.00.00 plus VAT |
| Travel | £0.55 per mile plus VAT |

4.2. Expenses:

The Client will reimburse CWP for all reasonable expenses incurred in the production of a Project, including but not limited to fuel, travel costs, parking charges, accommodation, content licenses, any extra equipment and crew hire and graphics production.

A forecast of anticipated expenses will be made as accurately as possible in the Estimate, subject to variance during the execution of the Project.

A final list of payable expenses incurred will appear on the Invoice.

4.3. A rate card indicating costs for additional kit and crew hire is available on request from CWP.

5. Practicalities

- 5.1. In the event of inclement weather for outdoor photography, CWP reserves the right to change the date of photography to a more suitable day if the safety of the equipment or personnel would be compromised.
- 5.2. In the event of photography being delayed or aborted due to a lack of organisation by the Client, CWP reserves the right to charge the relevant day(s) photography costs and any incurred expenses.
- 5.3. In the event of the Client wishing to change the photography date a minimum of one (1) weeks' notice must be given to CWP. Failure to provide this notice will result in the Client becoming liable for any aborted photography days at full rate and all costs incurred.

6. Editing Practicalities

- 6.1. The Estimate will forecast the number of days required to edit the full Project as accurately as possible and will include provision for one round of amendment only, to be made on receipt of feedback on the draft set of edits from the Client.
- 6.2. Subsequent revisions or a major re-edit will incur an additional daily rate of £995.00 + VAT or part thereof and will appear on the Invoice.

7. Payment

- 7.1. CWP payment Terms are strictly 30 days from date of Invoice.
- 7.2. This Term expressly overrides any terms and conditions stated in a purchase order and in the event of any such purchase order being used, the Client accepts this Term.
- 7.3. CWP reserves the right to add an accumulative percentage on late payments in accordance with the UK Government late payments scheme.
- 7.4. CWP reserves the right to Invoice periodically for large or lengthy Projects, subject to prior written agreement between the Parties.

8. Intellectual Property

- 8.1. CWP asserts its moral right to be identified as the author of its work and the right to a credit in any such format as the Parties will agree (including but not limited to a watermark appearing on its images and/or a written credit to each image) is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.
- 8.2. The Copyright of all material that has been captured by CWP is solely owned by CWP and protected under UK Law. CWP will grant a geographically and temporally unlimited License for Use of the Project to the Client once full payment of the Invoice has been made. No use may be made of any part of the Project until full and final payment - including any late payment charges - has been received by CWP. Upon completion of the Project and receipt of cleared funds, CWP will, in some instances and upon prior agreement, transfer the Copyright Ownership to the Client; this will be clearly specified in the Estimate.
- 8.3. This right is personal to the Client and may not be assigned, nor may any work submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of its rights in accordance with 8.3.
- 8.4. The Client agrees not to make any substantial changes to the Project (whether by editing or otherwise) without CWP's prior written approval.
- 8.5. CWP reserves the right to use any footage or stills, either in sections or in its entirety, for promotional purposes and the Client accepts that the Project shall form part of CWP's library of works in this respect.

9. Indemnity

- 9.1. In the event of the Client providing any material for inclusion in a CWP production, copyright must first be obtained from the original copyright owner or material provider. In order for CWP to use this material, the copyright must be explicitly transferred to CWP and/or the Client must indemnify CWP against any future possible claims, disputes, expenses or similar that may arise for a third party concerning usage of such material.
- 9.2. If a Client chooses to supply their own music to be used in a Project, it is understood that they have purchased the music and have obtained appropriate rights for its use. If Clients do not provide such music, CWP will procure suitable music and pass on the cost to the Client and provide indemnity to them that all relevant licensing requirements have been met.

10. Insurance

- 10.1. CWP carries public liability insurance cover of £5,000,000 (Five Million Pounds)

11. Force Majeure

- 11.1. If either party is affected by any circumstances beyond its reasonable control, including technical failure of equipment, it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be liable to the other for delay in performance, or non-performance of any of its obligations, except for payment obligations, when due to any Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended accordingly.

12. Governing Law and Jurisdiction

- 12.1. These Terms shall be construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

13. Entire Agreement

13.1. These Terms constitute the entire agreement and understanding between the Parties, override any terms from the Client and replace all previous agreements and arrangements (whether written, oral or implied) between CWP and the Client.

13.2. No person, firm or company who or that is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Signed on behalf of the Client

Name

Date