

# Bradley Photography

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## **Applied terms and conditions of usage of services and media**

1. Copyright of imagery, intellectual rights and property contained within any medium from Jonathan. J. Bradley/Bradley Photography (The Photographer) remains wholly intact and cannot be used or reproduced in any form without expressed consent. ALL COPYRIGHT MUST BE CITED IN EVERY USAGE OF IMAGERY.
2. Actual usage of imagery may be contractually restricted and cannot be assumed.
3. The Photographer cannot be held liable in any way for any injury, death, litigation, loss of business or loss of service in providing services or media and imagery contained within. The photographer is expressly relinquished of any liability arising from client usage of media and Darkroom equipment usage.
4. With reference to 3., in particular, the Photographer cannot be held liable for any transmission of computer viruses or unwanted applications with digital media. While every effort is made to ensure that any digital media is virus-free, it is the customer's responsibility to ensure electronic fidelity of the given product.
5. Services described by invoices are not conveyed until payment is received in full.
6. Should payment fail within the allotted schedule, The Photographer has the right to withdraw provided services. When this occurs, The Photographer has the right to charge for due loss of earnings and base-level bank interest within that timeframe
7. The extent of these terms is not exhaustible as other written and verbal conditions may be in effect and as such underwritten acceptance encompasses all terms automatically.
8. The Photographer is not liable for any Tort, either in part or whole.
9. The Photographer requires appropriate consent from subjects prior to photography. Where the subject is under the age of 18, expressed written permission **must** be granted from parents or guardians – services will be withheld until this is acquired. In particular, upon the submission of consent, models and parents/guardians acknowledge: The photographer is released from all possible claim of infringement of privacy and libel. The photographer is released from all claims of picture alteration therein. Irrevocable permission is given to use images within as per term 10 especially where the model can be named.
10. The Photographer reserves the right to use images for display, publication, re-sell or other promotional purposes. Negatives, master proofs and electronic data remain the property of The Photographer.
11. Especially applying to, but not exclusively, "Candid photography" and imagery of other people, it is implied that the permission of the subject is sought wherever feasible, though this cannot always occur. To this end, The Photographer is ABSOLUTELY released from all claim of infringement of privacy and libel (see also term 9). It is also acknowledged:  
The Photographer will be clearly identified and will remain approachable for enquiry at all times  
The subject will be given the opportunity to deny photography but should a condition arise where this cannot take place, a request must be made in writing to The Studio.  
"Candid Photography" is executed fairly and sensitively. When this takes place on third-party property, it is understood that that relevant parties agree and adhere to these conditions.
12. It is expressly understood that The Photographer has absolute exclusivity retained to perform the requested photographic services.
13. Quotes for services are provided on an estimate basis only. This particularly applies to time and owed fees. Relating to the number of images produced, this is provided on an average estimate basis only and no actual figure can be assumed in anyway.
14. Services are supplied as finalised. The Photographer is not liable for any limitation in equipment in any capacity whatsoever and in the unlikely event that services cannot be delivered due to any event; the liability of the Photographer is limited only to the refund of deposit/moneys paid.
15. The onus upon the Customer to provide accurate information regarding the nature of the stated business is absolute. Consequently, the Photographer will provide services to best-effort capability.
16. The Photographer is not liable for Act of God, 3<sup>rd</sup> party negligence, fire, flood damage or equipment failure.
17. Regarding Web Site Information
  - a) We have tried to ensure that information provided in the Web Site is accurate. However, we make no representation and give no warranty of any kind in respect of the information.
  - b) We do not accept liability for any loss (direct, indirect or consequential) which may arise from reliance on information contained in the Web Site or in respect of any error, omission or viral infection.
18. These terms can change at any time with reasonable notice and supersede all other versions.
19. These conditions are set within Fair Contractual Terms 1988 and are therefore unchallengeable. Particularly The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract between us, so that no contractual rights are conferred on third parties unless explicitly stated otherwise.