

## The House Tiger Project Terms and Conditions

### 1. Definitions

"The Photographer" means The House Tiger Project, 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.

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. The Photographer will present a digital slideshow to the client at their viewing session, showing a collection of edited images. The client will then be able to pick the image(s) that they wish to order as wall art products and they will receive watermarked copies of the files picked as low resolution jpegs to share on their personal social media accounts, etc. These are strictly for personal use only and are not to be printed. No guarantee will be made on the total number of images provided. The images shown at the viewing session will be deemed the full and final collection and under no circumstances will RAW files ever be released. The Photographer will digitally archive and store your images for a period of 3 months after your viewing session. It is, therefore, the client's responsibility to backup and store their digital images and to ensure wall art is ordered before this time passes.

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 the Photographer cannot attend for any reason beyond their control, death, accident or illness or for any other reason then the Photographer will not be liable to compensate the client except to return any monies paid to date.

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 session 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 session fee. Deposits/Holding Fee's are non-refundable.

### 6. Right to Withdraw

The Photographer'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 the Photographer has the right to withdraw.

Should the Photographer withdraw from the contract before the delivery of goods/services, all fees paid will be returned for products or services not yet delivered. 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 the Photographer 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 the Photographer. Advanced Retouching is not offered, (eg: swapping a face from one image to another, 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 their obligations which were due to causes beyond their 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.

9. Payment

Payment for the photographic shoot must be paid by the due date on the invoice at the very latest. If payment is not received by the due date, the Photographer reserves the right to cancel the shoot until full payment is received. Purchases of wall art must be paid in full to the Photographer at the viewing session. Orders will not be processed until full payment has been received from the client.

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 shoot 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 where applicable.

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. The Photographer 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. Gift Vouchers

Unless otherwise stated and agreed by The House Tiger Project, vouchers are valid for 12 months from the date of purchase. The consultation must be booked for a date within the validity period. They cannot be redeemed after the expiry date. Only one voucher can be used per booking. Vouchers are non-refundable other than within the 14 day cancellation period as per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. No change or credit is given in the event that the voucher value exceeds the total cost of the booking – for example where a £900 voucher is used to purchase £849.95 of wall art. Vouchers cannot be exchanged for cash or alternative gift vouchers. Vouchers can only be used for the specified product/service/value detailed on the voucher. Vouchers cannot be transferred or sold to any third parties without The House Tiger Project's written consent. If consent is given, this may be subject to additional terms and conditions which will be provided in writing as part of the consent. Any vouchers that have been defaced, transferred or sold without the photographer's written consent will immediately be invalidated and exempt from use or refunds. Vouchers cannot be used in conjunction with any special promotions or additional gift vouchers. The replacement of lost, stolen or destroyed vouchers are subject to an admin fee of £25. Consultations, photoshoots and viewing sessions are subject to availability, it is recommended to book as early as possible to secure your preferred dates/times.

18. Law

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England.