Terms and Conditions

Introduction

I am a non-professional photographer undertaking commissions on a *gratis* (without charge) basis in order to develop my skills and interests in photography as a hobby. This information given here sets out the common sense provisions for any work undertaken. It is my assumption in supplying you with this information that you have read it, understand it and agree to the conditions it sets out without the need for further formality.

Types of commission

I will consider any potential commission that fits with my interests and am not restricted to any particular photographic genre. However, I do not *normally* do wedding photography or other events where the client could be disappointed that a one-off occasion could not be properly recorded.

Liability

No personal liability is accepted over and above that in common law for accident or injury or other loss during the taking of photographs. No liability whatsoever is accepted for any loss to income or reputation should the client choose to use images in connection with their work or career or other context.

Health and safety

The client is responsible for their own health and safety during the taking of any photographs but is asked to follow any instructions given relating to use of equipment (particularly seating, tripods, lighting, backdrops and props). This is particularly important when taking photographs outdoors. The client is assumed to be aware of their personal restrictions around disability or long term conditions such as back pain and should not pose in any way that might cause them difficulty.

Chaperoning, accompanying and permissions

Pictures will not be taken of minors or vulnerable adults without the next of kin or responsible adult being present and responsible for that person's welfare. Adult clients are encouraged to bring a friend or family member to commissions for headshots and modelling to give advice, encouragement and support on make-up, clothing and poses but this is not essential. For group shots (e.g. classes, meetings, congregations etc), the person in authority is presumed to fulfil the responsible adult role and to have permission from individuals and / or their parents for the taking and subsequent use of photographs (see below).

Supply of images

Images will initially be shared in normal resolution on a web site which is accessible only to me and you as the client. Selected images or all images can subsequently be supplied on disk in JPG format. Where images are edited in Photoshop before supply, both the edited and the unedited image can be supplied. Images will be sequentially labelled with the client's name and date.

Charges

There is no charge for any photograph taken. Computer disks are a minimal outlay and will also be supplied without charge.

Printing and sharing

Any printing or sharing of images will need to be done by the client at their own expense. If the client is planning to incur substantial costs due to the number and size of images being printed they are recommended to consult a reputable printer, seek proofs where appropriate, and agree charges in advance.

Ownership, sharing and storage

The images supplied will be deemed to be owned by the client from the moment they are taken (however, see copyright and portfolio use below). Subsequent sharing of the images will be entirely at the client's discretion. Following supply of the images on disk, the images will be stored by me unless the client asks for them to be deleted. No liability is accepted for any loss of or damage to backup images although every effort will be made to safeguard their security and avoid such loss or damage. The client can ask for backup images to be deleted immediately, at any time. At no time will I share images without permission (other than portfolio images – see below)

Copyright and portfolio use

Copyright of all images is conceded to the client with the exception of portfolio images where the client agrees to allow me to use these free of charge and in perpetuity on a shared non-profit basis. These will be used solely for illustrating past commissions and showcasing my abilities as a photographer and may be used on my website and in leaflets, handouts and publicity material. No personal details other than first names will accompany the use of images in this context. I also undertake not to re-sell or licence images for any other use or otherwise seek direct profit from them. Any selling on of the images by the client however is deemed to include selling on my continued permission to use the agreed portfolio images in these ways.

Acknowledgements

Clients are asked, but not required, to acknowledge me by name as the photographer where images are subsequently shared and are welcome to share my contact details (below) with anyone who wants them. Images with an embedded acknowledgment can be supplied on request.

Donations

Donations are not a requirement or an expectation of a commission and are entirely at the client's discretion. However, I am partly reliant on donations to enable me to extend my range of equipment (particularly lenses).

Any cash or equivalent donations (Amazon vouchers are preferred) will be used wholly for the purchase of photographic equipment and training in order to develop future opportunities and skills. Some photographic books and items can be found on my Amazon wish list.

Charitable donations where preferred should be made to Young Minds the national charity promoting the mental health of children and young people.

Non-cash donations (such as food and drink) will be taken in the spirit they are given and heartily enjoyed!