

## ADAM RICHARD JONES

### PHOTOGRAPHY & VIDEOGRAPHY TERMS AND CONDITIONS OF BUSINESS

**ACCEPTANCE:** Any acceptance of the quotation and / or payment of the deposit will constitute acceptance of these Terms and Conditions.

**QUOTES:** Valid for 30 days after the quoted date.

**BOOKING FEE:** Adam Richard Jones requests a booking fee of 50% of the total project price quoted on work over £1,000 in value per project. Where this has been requested no work will start until the booking fee is fully paid.

**PAYMENT TERMS:** Payment within 14 days of the invoice date. We accept BACS, cheque or cash. Adam Richard Jones reserves our legal rights for collecting late payments and charging interest.

**WEATHER:** Adam Richard Jones may not be able to carry out the works specified in the quotation due to weather or events outside of our control, the Client agrees that we cannot be held liable as this is beyond our control.

**PERMISSIONS:** The Client agrees to obtain all necessary permissions for the project, and agrees that such permissions shall be in place before the services start.

**DRONE & DRONE SERVICES:** Before any flights can take place we must have in place all relevant permissions and paperwork. Adam Richard Jones must carry out; pre-flight risk and site assessments, liaising with air traffic control/police (if required or deemed necessary), obtain land owners / person of authority written permission for the take-off/landing location.

Adam Richard Jones may have to postpone flights at the last minute or even when on location due to a sudden change in weather conditions being unsuitable for flying. The 'no flight' decision is final.

**POSTPONEMENT BY ADAM RICHARD JONES:** Where Adam Richard Jones has to postpone the photography, videography or drone related service specified on the quote, we will rearrange a mutually suitable date with the Client within 4 weeks of postponement. Where this is not possible and where a booking fee has been paid, the booking fee shall be refunded in full and the project deemed as cancelled.

**COOLING OFF (*applies to consumers only*):** You shall have a 14 day cooling off period from the day after you confirm the booking to cancel the services, where a booking fee has been paid this will be refunded. Where services are provided or have been provided within the 14 day cooling off period, you agree to and shall pay for any work that has been completed or carried out.

**CANCELLATION BY THE CLIENT (*applies to businesses and also applies to consumers after the cooling off period*):** Where the Client cancels the photography, videography or drone related service specified on the quote, a full refund of the booking fee will be issued where the cancellation is 14 days or more before the project start date. Cancellations 13 days or less will incur a charge of 25% of the project total for loss revenue, admin and planning time charges.

**EDITING:** All projects quoted allow for a maximum of 1 further edit within 14 days of delivering the deliverables to the Client. Any further edits outside of this allowance will be charged at our current hourly rate. You accept that reproduced colours may vary and aren't guaranteed to be accurate.

**COPYRIGHT:** Adam Richard Jones retains full copyright of all work, photographs and videos taken. We licence you the right to use the deliverables specified on the quote for your own

marketing/advertising and PR for an irrevocable and unlimited amount of time. Any other use must be granted in writing by Adam Richard Jones.

**ALLOWED USE FOR PUBLICITY & MARKETING:** The Client agrees that Adam Richard Jones can use photographs and videos (materials) for their portfolio, showreel, publicity and marketing uses; both online and in print for an irrevocable and unlimited amount of time for no future payment or restriction. The Client agrees they have all the permissions to allow Adam Richard Jones to use the materials and agrees to indemnify Adam Richard Jones for any loss, damages or associated legal costs in using the materials in this way.

**THIRD PARTY MATERIALS:** If you provide us with photographs and content for use in projects, you warrant that you own or have full copyright permissions to use such materials. You agree to indemnify Adam Richard Jones for any loss, damages, legal costs and actions due to any harm, damage or any such infringement to any third party.

**MUSIC COPYRIGHTS:** Music tracks used within videos by Adam Richard Jones are licenced for non-exclusive, worldwide use by the copyright holder: AKM Music. We pay a fee to use the music within client projects as part of the deliverables (but not on its own).

**DELIVERY:** We supply the photos / videos via a download link within 7 days of the project end date. The download link stays active for 4 weeks from the sent date. It is your responsibility to make sure you have suitable backups. We cannot guarantee that we will keep the materials on file for any period exceeding 30 days upon delivering finished files to the Client.

**COOLING OFF (applies to consumers only and not businesses):** You shall have a 14 day cooling off period from the day after you confirm the booking. Where services are provided within the 14 day cooling off period, you agree and shall pay for any work that has been completed or carried out.

**SATISFACTION:** The Client agrees to notify Adam Richard Jones promptly and no later than 30 days' of finished deliverables handover of any defects, problems or dissatisfaction in the services or goods provided. After such time, Adam Richard Jones shall not be liable.

**SUBCONTRACTING:** Adam Richard Jones reserves the right to use subcontractors on any part of the project without the Clients permission and remains main contact for the project.

**INSURANCE:** Adam Richard Jones will provide insurance certificates upon request.

**LIMITATIONS & INDEMNITY:** Nothing in this contract limits the liability of death and injury caused by negligence or other terms in law. You agree that we cannot be held liable for delays due to weather or any force majeure events outside of our control whether notified in advance or whilst on location at the last minute. The Client agrees that the liability of Adam Richard Jones is strictly limited to the quoted/invoiced value of the project.

The Client agrees to indemnify and hold Adam Richard Jones harmless from any and all claims, actions, losses, damages and liabilities resulting from the services provided. Adam Richard Jones will not be liable during or after the services are provided for any losses, delays or errors to the client or to any third party.

**PRIVACY:** We respect your privacy and have reasonable measures in place to protect personal data. We will use your personal data in accordance with our privacy policy (located on our website) – <https://adamrichardjones.co.uk/privacy>

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