

## **TERMS AND CONDITIONS 2024**

## How I work

- 1a. I quote each job individually, based on the information provided by the client. Some jobs may require specific equipment, additional hours on site or complex post-production work, so it is always helpful to share as much detail about the job as possible.
- 1b. The price quoted, unless otherwise stated, is an all-in cost that includes the shoot itself, digital processing, retouching, and travel expenses if necessary.
- 1c. The way I normally work is to agree a shoot list and timeframe with the client, and I'll do everything possible to deliver the job on time, for the agreed fee.
- 1d. A lot of my work is weather dependant, and I will always converse with clients to strike the right balance to produce the best work within a set deadline.
- 1e. I do not charge cancellation fees if shoots need to be cancelled, postponed, or rearranged, but I may ask to be reimbursed for any expenses already accrued in relation to the work, e.g. hotel and flight costs.
- 1f. I deliver finished and fully processed images via an FTP site, usually WeTransfer. I supply photography files in Jpeg or Tiff format, depending on client preference. For video, I also use WeTransfer, and offer two rounds of revisions and amendments within the quoted cost. I supply video as MP4s.

## Copyright and Usage

2a. In the UK, photographic copyright refers to the intellectual and artistic rights of the individual that created the photograph. The copyright and ownership of all images remains with Murray Scott, the photographer, and the copyright metadata embedded within the images must not be changed, removed or tampered with.

## Deliberate removal of metadata that identifies the copyright owner is unlawful.

- 2b. The commissioning client does not own the images, videos or the copyright of any images and videos from a shoot. However, upon payment of the invoice, the client is granted a non-exclusive licence to use the images and videos for commercial and promotional purposes, in perpetuity.
- 2c. If a client is commissioning photography and/or video for *their* client (e.g. a marketing agency may commission photography on behalf of a developer), upon payment of the invoice, both parties can reasonably expect to use the images and/or video as they see fit. Failure to pay an invoice in full will result in the client (or client's client) not being granted a licence to use, publish or distribute the images and/or video in any way.
- 2d. Neither client may sell, loan or distribute the images or video to any third parties to promote a separate company, institution or individual without prior agreement from the photographer.
- 2e. If a third party, such as a supplier or contractor involved with a project, is interested in using any images or video, please ask them to contact me directly. Projects that have several parties interested in commissioning photography and/or video may benefit from a cost sharing system, where all parties pay a reduced fee for joint use of the work.

Thanks for taking the time to read this. To discuss any of these points further, please get in touch by visiting: www.murrayscott.co.uk

There is a helpful article about copyright and UK law, available on the UK Government website: Click here to go to the webpage