

**COPLAND PHOTOGRAPHY**  
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**TERMS AND CONDITIONS OF WEBSITE USE**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

**TERMS OF WEBSITE USE**

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

This terms of use tells you the terms of use on which you may make use of our website <https://www.coplandphotography.com/> (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

“**Images**” means any images furnished by **Copland Photography**, whether photographs, prints or other type of physical or electronic material”.

**Copyright and Ownership of Materials**

The entire copyright, title, and intellectual property rights of any Images will always remain that of Copland Photography throughout the world.

**Right to a Credit**

**GARY COPLAND** asserts both his moral right to be identified as the author of his work and the right to a credit (where possible) is asserted in accordance with Sections 77 – 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof. Please credit ‘**Copland Photography**’.

**If you do not agree to these terms of use, you must not use our site.**

**Terms of Use**

Images are to be used as agreed at the time of booking and at the time of agreeing the fee.

The licence of use is limited to the use, and period of time specified by **Copland Photography** and no other use may be made of the Images without their express permission.

An agreement must be reached with **Copland Photography** before Images are used for any other purpose, or after the licence to use has expired.

Manipulation of the Images or use of only a portion of Image may only take place with the permission of **Copland Photography**.

When the license to use has expired an additional charge has to be agreed for extended usage with the **Copland Photography** unless full purchase rights have been agreed.

### **Exclusivity Rights**

The usage rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties (save for the purpose of the work by the Client of such reproduction/usage rights/PR).

**Copland Photography** reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

**Copland Photography** retains the right in all cases to use the Images covered by this agreement at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

### **Client confidentiality**

**Copland Photography** will keep confidential and will not disclose to any third parties or make use of material or information communicated to him, save as to be reasonably necessary to enable them to carry out their obligations in relation to the work.

### **Confirmed Bookings**

The Client will be required to complete a Booking Form (via email or hardcopy). On receipt of a completed booking form, **Copland Photography** will send an email as confirmation. The booking will then be considered Confirmed.

Once the Client has made a booking for a specific time and date and this date/time has been Confirmed by **Copland Photography**, **Copland Photography** will not accept any other work from other clients for those times and dates.

### **Cancellation or Postponement of Bookings by the Client**

When a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels within of 20% of final fee Cancellation fee, if cancelled within 14 days, (ii) 50% within 48hrs and (iii) 100% if on the day.

When a booking is confirmed, if it is subsequently postponed, **Copland Photography** will at their discretion charge a fee for postponement. In addition, the client may be charged for any expenses incurred by **Copland Photography** as a result of cancellation or postponement.

### **Cancellation by Copland Photography**

**Copland Photography** will endeavour to put the Client in touch with another photographer in the event they are unable to attend on booked date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc. In the event of such cancellation by **Copland Photography**, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid to **Copland Photography** by the Client at that time.

### **Rejection**

Unless a rejection fee is agreed in advance, there is no right to reject the Images on the basis of style or composition.

### **Charges and Timings**

If **Copland Photography** provides a quote to The Client, the fee will be charged at that agreed rate. **Copland Photography** generally requests a brief at the time of booking (via email or verbally). A 20% deposit is required which is non-refundable.

Where extra expenses or time are incurred or needed by **Copland Photography**, as a result of alterations to the original brief by the Client or otherwise at their request, **Copland Photography** will reserve the right to charge the Client extra expenses and fees.

If **The Client** changes the length of the job, the fee will increase as per the agreed hourly rate.

If **The Client** is delayed or running late, and the job runs into extra time, the fee will increase as per the agreed hourly rate. **Copland Photography** will make The Client aware of timings and should the work run into extra time they will make the client aware of this and the associated costs. There is a mutual understanding between **The Client** and **Copland Photography** that punctuality is important and respected by all parties.

If it becomes apparent when the job starts that it is much bigger, or different to the job agreed in the brief, it will be made clear to the Client that **Copland Photography's** fee may increase. If Copland Photography is unable to contact the client/payer of invoice at that time work will stop until contact has been made.

On the occasion that incorrect information is given by The Client regarding a booking (wrong location, wrong time etc.) or the Client fails to arrive at the agreed location/time, the full fee will be charged to the Client.

If on arrival at a booked job there is an issue (outside of the Client or Photographer's control) such as bad lighting or restrictions are in use of where the shoot is taking place, a fee may be charged to cover time.

Mileage charge of £0.35 per mile and minimum charge for each shoot is 2 hours.

Any congestion charges, road toll charges and parking costs will be billed to the client as an expense and will be added onto the invoice.

### **Payment Terms and Payment**

Copland Photography payment terms are strictly 14 days from the date of the relevant invoice ("the Due Date") unless agreed in advance and in writing.

The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment Of Commercial Debts (Interest) Act 1998 from the due date until the date payment is made.

If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due with immediate effect, even if it is less than 28 days from the issue date, and that **Copland Photography** may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

Payment by BACS is preferred and bank details will be provided on the invoice.

### **Liability and Indemnity**

It is the Client who must satisfy him/herself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that **Copland Photography** gives no warranty or undertaking that any such rights, model releases or consents have been or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture.

In the event that the Image issued or reproduced by or with the authority of the Client does not have the necessary rights, releases or consents, then the Client shall indemnify **Copland Photography** against all expenses, damages, claims, or legal costs arising out of any such failure.

### **Archiving of Images**

All final images will be stored and archived by **Copland Photography** for 1 year. If

archived photographs are required after that time, or additional storage time is required, an admin fee may be charged.

If **Copland Photography** loses images stored in archive or they are stolen, **Copland Photography** is not liable beyond 1 year of storage. Within 1 year, **Copland Photography** is liable to the cost of the originals (a return of the original fee).

### **Applicable Law**

This agreement shall be governed by the laws of England and Wales  
Variation and no variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.”

### **Other applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <https://www.coplandphotography.com/> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy <https://www.coplandphotography.com/> which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

### **Our Terms and conditions of supply will apply to the sales.**

- Images cannot be sold/loaned to 3rd parties
- Extra costs such as materials needed for the shoot will be passed to the client and agreed in advance of the booking.
- Overdue payments incur interest at 8% per day
- Artist license belongs to COPLAND PHOTOGRAPHY
- Where multiple products may be needed for a single product shoot, these will not be returned.
- **Copland Photography** will do their utmost to rearrange a shoot if needed, any costs related to this will be passed on to the client.
- Usage will be agreed at the time of booking, (i.e. length of time, print, online etc)
- Unless agreed beforehand, no rejection of images due to style and or composition.
- If extra time is needed this will be charged at £100ph unless otherwise agreed.
- If the job is bigger than first agreed, or client wants extras, the fee will charge to suit.
- The Client shall provide an example of the wording before the shoot so this can be added.

### **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page.  
Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **CHANGES TO OUR SITE**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **ACCESSING OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may NOT print off or download extracts, of any page(s) from our site for your personal or commercial use or draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **NO RELIANCE ON INFORMATION**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that, we will not be liable for:

- loss of profits, sales, business, or revenue.
- business interruption.
- loss of anticipated savings.
- loss of business opportunity, goodwill, or reputation; or
- any indirect or consequential loss or damage.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our Terms and conditions of supply <https://www.coplandphotography.com/>

#### **UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy <https://www.coplandphotography.com/>

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy <https://www.coplandphotography.com/>

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

### **RIGHTS YOU LICENCE**

When you upload or post content to our site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

### **VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **LINKING TO OUR SITE**

You may not link to our home page.



You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact [gary@coplandphotography.com](mailto:gary@coplandphotography.com)

### **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

### **APPLICABLE LAW**

If you are a consumer, please note that these terms of use, its subject matter, and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **CONTACT US**

To contact us, please email [gary@coplandphotography.com](mailto:gary@coplandphotography.com)

Thank you for visiting our site.