

Terms and Conditions of Business

- (A) "Guzelian" means Guzelian Limited (Company Number 4041786) whose registered office is at Cathedral House, 26-28 Church Bank, Bradford BD1 4DZ.
- (B) "Client" means any person, body of persons, firm or company with whom the Photographer enters into a contract for the provision of photographic services.

1. Acceptance of Terms and Conditions.

- 1.1 All contracts and transactions between Guzelian 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 Guzelian and its Clients. These Terms and Conditions may only be amended with the written consent of a director of Guzelian.

2. Copyright and Ownership

- 2.1 In accordance with the Copyright, Designs & Patents Act 1988, the copyright of any and all images created by Guzelian is owned by Guzelian.
- 2.2 Unless Guzelian gives written authorisation, the Client is not permitted to copy any images created by Guzelian and agrees that all photographic reprints, digital duplications or copies of any type made from images created by Guzelian shall only be carried out by Guzelian.
- 2.3 Reproduction rights (if and when granted) are strictly limited to the use specified on Guzelian's invoice and/or quotation. An agreement must be reached with Guzelian before the images are used for a different purpose or after the licence to use has expired. The licence to reproduce such images will only be granted to the Client on the understanding that all invoices are paid within Guzelian's stated payment terms.
- 2.4 Guzelian reserves the right to charge an additional fee if the images are used for purposes other than what is notified to Guzelian at the time of booking or as shown on Guzelian's invoice and/or quotation.
- 2.5 Guzelian requests that a credit reading "©Photographer's Name/Guzelian" appears adjacent to the images or on an obvious credits page or screen. Missing and/or incomplete credits are susceptible to additional charges.
- 2.6 If the Client wishes to own the copyright in images created by Guzelian, the assignment of the copyright will be subject to the payment by the Client of an additional fee to Guzelian. This fee will be mutually agreed by both parties and the assignment of copyright will only become effective after this payment has been made in full.
- 2.7 If the Client requests copies from media that they have supplied, the Client warrants that the Client is the copyright owner or has obtained written permission from the copyright owner for copies to be made. The Client acknowledges that Guzelian may contact the copyright owner of the said image to confirm that authorisation to copy the image has been given and will provide Guzelian with the copyright owner's contact details for this purpose.

- 2.8 The Client agrees to fully indemnify Guzelian in respect of any claims or damages or any costs arising in respect of claims for copyright violation made by a third party arising from Guzelian complying with the Client's instructions or the use by Guzelian of third party material supplied by the Client.
- 2.9 All original negatives, transparencies and digital files created by Guzelian remain the exclusive property of Guzelian.
- 2.10 Guzelian shall take reasonable steps to store all such materials safely for the Client and make them available for future reproduction in return for payment of the relevant fee. The Client acknowledges that Guzelian has no liability in the event that all or any part of such materials are lost or damaged.

3. Site Visits

- 3.1 In instances where Guzelian or the Client considers there may be difficulty fulfilling the booking due to the layout of or other factors concerning the premises where the assignment is to take place, Guzelian shall recommend or the Client may require that a site visit takes place.
- 3.2 Any site visit shall be scheduled by agreement between the parties and Guzelian shall be entitled to charge for this in accordance with its standard price list.

4. Cancellation Fees

- 4.1 Requests by the Client to cancel, amend or reschedule any booking shall be made in writing and shall only be accepted by Guzelian in writing. Guzelian reserves the right to refuse to cancel any booking once the booking has been confirmed.
- 4.2 Any amendment or rescheduling shall be on such terms that the Client shall indemnify Guzelian in full and against all costs (including the full cost of third parties), damage, charges and expenses incurred by Guzelian as a result of such cancellation.
- 4.3 Any cancellation shall be on such terms that the Client shall pay if required by Guzelian all or a proportion of its full fee for the assignment. If a booking is cancelled by the Client within one working day of the starting time, Guzelian reserves the right to charge its full fee for the assignment and if a booking is cancelled within two working days of the starting time, Guzelian may charge 50% of its fee.
- 4.4 Guzelian may make additional charges should an assignment overrun for reasons beyond the control of Guzelian including but not limited to the Client requesting additional photographs over and above the Client's original brief.

5. Fees and Expenses

- 5.1 All prices quoted to the Client apply only to the original job description and specifications given to Guzelian by the Client or as otherwise specified in any written estimate given by Guzelian.
- 5.2 All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by Guzelian without giving notice to the Client.

The price is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay.

- 5.3 If prices are not discussed by Guzelian and the Client, the price for any work undertaken will be determined with reference to the Guzelian price list, a copy of which is available upon request.
- 5.4 Guzelian reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Such charges shall be calculated with reference to the Guzelian price list.

6. Payment Terms

- 6.1 Subject to any special terms agreed in writing between Guzelian and the Client, Guzelian shall be entitled to invoice the Client for the price of the assignment on or at any time after the booking and/or delivery of the images unless the images are to be collected by the Client or the Client wrongfully fails to take delivery of the images, in which event Guzelian shall be entitled to invoice the Client for the full price at any time after Guzelian has notified the Client that the images are ready for collection.
- 6.2 The Client shall pay Guzelian's invoice in full within 30 days of the date of that invoice. A payment shall not be considered made until Guzelian has received cleared funds.
- 6.3 Guzelian reserves the right to charge interest on all overdue invoiced amounts at a rate of 3% above the base lending rate of HSBC Bank both before and after judgement until the said amounts have been paid in full.

7. Retention of Title

- 7.1 Guzelian reserves the right to retain any or all of the Client's materials in its possession until all amounts owed to Guzelian have been paid in full. Furthermore, the licence to reproduce images created by Guzelian shall not become effective until payment has been made.

8. Representation

- 8.1 The Client shall ensure that there is an authorised representative present at the assignment to ensure the correctness of Guzelian's interpretation of the Client's requirements.
- 8.2 In the event of no Client representation, Guzelian's interpretation of the Client's requirements shall be deemed as correct.

9. Sizes and Colour Matching

- 9.1 Whilst every effort is made to meet the Client's requirements, all sizes quoted by Guzelian are approximate.
- 9.2 The Client must inform Guzelian on occasions where accurate sizing is critical.

- 9.3 Due to limitations of materials and processes, it is not possible to guarantee 100% colour matching. However, Guzelian will endeavour to provide the closest possible match.

10. Delivery Shortages / Loss and Damage in Transit

- 10.1 Claims for damage, non-delivery or shortages will not be considered unless notified in writing within seven days of delivery.
- 10.2 Guzelian will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit.
- 10.3 Guzelian cannot accept liability for loss or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover.
- 10.4 Upon written request, Guzelian will provide suitable loss/damage cover for an additional charge.
- 10.5 Clients who choose to have items returned to them without loss/damage cover do so at their own risk.

11. Confidentiality

- 11.1 Guzelian acknowledges that in the performances of the services, it may receive information from the Client which is designated by the Client as confidential.
- 11.2 Upon request from the Client, Guzelian agrees to keep this information secret and not to disclose such information to other parties except as required by law.

12. Conduct

- 12.1 The Client shall be responsible for the behaviour of any persons accompanying them to an assignment.
- 12.2 Guzelian reserves the right to terminate any assignment without notice if it deems the behaviour of the Client or any third party accompanying the Client to be unruly or unsafe. In such instances, Guzelian reserves the right to charge its full fees and expenses as described in clause 5 of these Terms and Conditions.
- 12.3 The Client will fully reimburse Guzelian and/or its agents for any loss/damage the Client or any third party accompanying the Client causes to property and/or equipment.

13. Liability

- 13.1 The Client agrees that in all dealings with Guzelian, Guzelian's liability will be limited where permitted by law to the sum £1,000,000.

14. Delivery of Products and Services

- 14.1 Guzelian will use all reasonable skill and care in performing the services for the Client.

- 14.2 Guzelian will not be liable for delays that are beyond its reasonable control.
- 14.3 Guzelian shall use reasonable endeavours to meet agreed deadlines where applicable.
- 14.4 Guzelian shall not be liable for any delays in meeting or fulfilling any of its obligations which are due to causes beyond its 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.
- 14.5 In the Event that Guzelian is unable to fulfil any obligation due to causes beyond its reasonable control or the Client has ignored any requirements of Guzelian following a site visit, Guzelian shall be entitled to charge as though the booking was cancelled unless the cause resulting in the inability to fulfil would have been apparent had Guzelian first conducted a site visit in accordance with clause 3 above (if reasonably possible and/or allowed by the Client). This clause shall not apply if the Client requested a site visit which Guzelian unreasonably did not conduct.

15. Prices & Terms

- 15.1 All prices shown within Guzelian's price list are subject to change without prior notice.
- 15.2 Guzelian reserves the right to amend these Terms and Conditions without prior notice.

16. Rush Services

- 16.1 Guzelian reserves the right make an additional charge should the Client request a rush service.
- 16.2 This service is subject to availability and cannot be guaranteed.

17. Images Supplied in Electronic Format

- 17.1 Guzelian cannot be held responsible for any damage, disruption and/or loss of any kind that any data supplied to the Client may cause to the Client's computer or other data.
- 17.2 The Client agrees to take reasonable steps to ensure that any and all data sent to Guzelian is not corrupt and/or virus-free.

18. Law

- 18.1 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.