

# TERMS AND CONDITIONS

## Applications of terms

These terms and conditions will: apply to all Assignments undertaken by the Photographer for the Client and to all Usage Licences or extended and/or additional Usage Licences relating to such Assignments; and prevail over any inconsistent terms or conditions contained, or referred to, in Client's purchase order, confirmation of order, acceptance of Estimate, or specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing.

## Definitions

**"Photographer"** Siriwan Champorn, trading under Siriwan Champorn/Dawn Wedding Dusk, refers to the commissioned Photographer whose details are set out in the Estimate and invoice(s) for an Assignment.

**"Assignment"** means a commission by the Client of the Photographer for provision of Photographer's services at a shoot for the purpose of creating the Material.

**"Advertiser"** means any client of the Client for whose benefit or use the Material is commissioned.

**"Client"** is the party commissioning the Photographer and includes the Client's affiliates, assignees, and successors in title.

**"Estimate"** means any email or other document, electronic or otherwise, created by the Photographer and setting out the Fee and expenses for any Assignment along with information as to Usage Licences.

**"Fee"** means the Photographer's fees as set out in the Estimate.

**"Licensed Images"** means the still and/or moving images selected from the Material and as specified in the Estimate as to be licensed for use in accordance with these Terms.

**"Material"** means all photographic material created by the Photographer pursuant to an Assignment and includes but is not limited to transparencies, negatives, prints, digital files or any other type of physical or electronic material recording either still or moving images.

**"Shoot Duration"** means the number of confirmed days of a shoot whether undertaken consecutively or in separate parts and includes all shoot, travel, recce, preparation or test days.

**"Usage Licence"** means the licence to use the Licensed Images as set out in clause 3 and clause 25, 26, 27, 28, 29, 30, 31, 32 below.

**"Working Day"** means a day that is not a Saturday or Sunday or any day that is a Bank Holiday in England and Wales.

**"B.U.R"** means Base Usage Rate and is the figure by reference to which additional usage fees to the usage fees stated on the Photographer's original Estimate as accepted by the Client are established.

## **Estimates**

1. Estimates provided by the Photographer are based upon the information provided by the Client in advance of preparing the Estimate.
2. Changes to the requirements for an Assignment before or during a shoot may increase the Fee and expenses.
3. Estimates shall specify the number and characteristics of Licensed Images which the Client shall be entitled to use and the media and territories in and durations for which they may be used and these shall be the terms of the Usage Licence unless otherwise agreed in writing. The Client is responsible for checking the Estimate to ensure that it provides for all requirements including but not limited to post-production, high resolution files, the correct usage licences and all technical specifications for the Licensed Images.
4. Unless otherwise agreed in writing the Client's agreement of shoot date(s) shall be deemed to be acceptance of the Estimate.
5. If no B.U.R. has been stated, it will be equivalent to the Photographer's day shoot fee.

## **Conduct of the shoot**

6. The shoot will be arranged on date(s) mutually agreed between the Parties.
7. During the shoot, the Photographer will take account of the Client's reasonable instructions in respect of the shoot brief.
8. If the Client is not present during the shoot, then the Photographer's interpretation of the brief shall be deemed acceptable to the Client.

## **Overtime and antisocial hours**

9. A normal day is up to 9 hours (including 1 hour for lunch) between 9am and 6pm on any Working Day.
10. Any hours worked outside a normal day ("Antisocial Hours" will incur additional overtime fees for the Photographer, crew and facilities. These will be agreed upon between the Parties.
11. Additional fees for crew, facilities and any other third parties required to work Antisocial Hours shall be as set out in their standard terms or otherwise negotiated.

## **Cancellation of shoot**

12. If a confirmed shoot is cancelled or postponed for reasons outside the control of the Photographer (including unsuitable weather/light), the Photographer reserves the right to charge a cancellation fee at the following rates together with all incurred expenses:
13. If the Client cancels a confirmed photoshoot, the following fees will apply, in addition to any agreed-upon expenses already incurred:
  - Up to 72 hours before: 25% of the total fee + incurred costs
  - Up to 48 hours before: 35% of the total fee + incurred costs
  - Up to 24 hours before: 50% of the total fee + incurred costs
14. In the event of serious circumstances (e.g. illness or accident) that prevent the Photographer from fulfilling the assignment, the Photographer will make reasonable efforts to either:
15. Notify the Client at least 24 hours in advance (except in emergencies or force majeure), arrange a suitable substitute, or offer to reschedule.
16. Should similar circumstances prevent the Client from attending, they must notify the Photographer immediately. The assignment may be rescheduled up to three times by mutual agreement.

## Force majeure

17. The Photographer shall not be liable for any failure or delay in the performance of any of such party's obligations under these Terms caused by any circumstances beyond such party's reasonable control.
18. Neither party shall be held liable for any delay or failure to perform obligations under the agreement due to force majeure defined as circumstances beyond their reasonable control that could not have been foreseen or prevented through reasonable efforts.
19. Force majeure includes, but is not limited to: Technical failure (e.g. loss of original digital files) War, civil unrest, or government interventions Natural disasters, extreme weather, or atmospheric disturbances Fuel shortages or travel disruptions Industrial action, utility outages, fire, or equipment failure, Pandemics or public health emergencies
20. Third-party failures essential to the assignment In such cases: The Photographer may terminate the agreement, with notice to the Client. The Client is liable only for work already performed and costs already incurred. No further compensation shall be owed by the Photographer. The Client may also terminate the agreement within two weeks of notification.
21. In the case of pandemic-related delays, any confirmed costs may be transferred to a new date selected by the Client. Where the rescheduled date falls in a new calendar year, the Photographer reserves the right to apply an indexation adjustment of approximately 3%. If a cancellation is necessary due to pandemic restrictions, all internal and external costs will still be invoiced in full.

## Storage of material

22. The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Material supplied for the duration of the Usage Licence. The Photographer will not be responsible for archiving any Material unless by prior written agreement with the Client.
23. Save for the purposes of the Usage Licence, including clause 22 above the Material may not be stored in any electronic medium or transmitted to any third party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of the Photographer.
24. Upon publication of the Licensed Images or any of them and on the Photographer's request the Client shall supply to the Photographer free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Images in the context in which they are published.

## Storage of material

22. The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Material supplied for the duration of the Usage Licence. The Photographer will not be responsible for archiving any Material unless by prior written agreement with the Client.
23. Save for the purposes of the Usage Licence, including clause 22 above the Material may not be stored in any electronic medium or transmitted to any third party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of the Photographer.
24. Upon publication of the Licensed Images or any of them and on the Photographer's request the Client shall supply to the Photographer free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Images in the context in which they are published.

## **Copyright& usage licences**

25. The entire copyright and all similar rights throughout the world in all the Material and ownership of all physical materials created by or for the Photographer shall vest in and be retained by the Photographer at all times.
26. The Client is responsible for informing the Advertiser of the extent and limitations of all Usage Licences.
27. Upon payment in full of both the Fee and expenses for an Assignment the Photographer grants to the Client the right to use the Licensed Images on the express terms of the Usage Licence. No use may be made before payment in full without the Photographer's express agreement in writing.
28. Provided that the Client has paid in full all invoices relating to the Assignment the period of use specified in the Usage Licence commences from the date of first use or 6 months after the shoot date, whichever is sooner (unless otherwise agreed in writing).
29. Usage of the Licensed Images is limited to use of such images as provided by the Photographer and the Client shall not manipulate any Licensed Photograph or make use of only part of any individual image without the prior written permission of the Photographer.
30. The Client may only sub-license the right to use the Licensed Images to the disclosed Advertiser as agreed and strictly on the terms of the Usage Licence.
31. Neither the Client nor the Advertiser may use the Licensed Images in relation to any additional products or services not specified in the Usage Licence.
32. Any licence to use the Licensed Images shall automatically be revoked if payment in full of both the Fee and expenses for an Assignment is not received by the due date specified in the relevant invoices or if the Client or Advertiser becomes insolvent or is put into receivership or is subject to any of the matters set out in clause 87 below.

## **Additional/ extended usage**

33. The Fee is based on the Usage Licence as specified in the Estimate. Any additional or extended use (including for the avoidance of doubt the use of individual still frames from licensed moving image footage) will attract an additional fee which must be agreed by the Photographer in advance.
34. Any estimates of additional or extended usage licence fees provided to the Client are valid for a period of three months from the date of the estimate only (unless otherwise notified in writing).
35. The Client acknowledges that such estimates do not include provision for any third-party rights which are the responsibility of the Client pursuant to clauses 42, 43, 44 and 45 below.
36. The Client shall procure that the Advertiser requests any necessary extended or additional usage licence(s).
37. Any extended or additional use made without permission shall attract an additional fee.

## Exclusivity

38. All Usage Licences granted by the Photographer to the Client shall be exclusive to the Advertiser and the Client unless otherwise agreed in writing.
39. Subject to clause 41 the Photographer undertakes not until 2 years after the shoot or the expiry of the Usage Licence(s) (whichever is later) to grant any other licence in respect of the Material to any third party.
40. After expiry of the exclusivity period the Photographer shall make such use of the Material, including the Licensed Images as he/she sees fit.
41. Nothing under this clause "exclusivity" shall prevent the Photographer at any time from using the Material, whether commercial, test or speculative (images shot for presentation/ pitch/ awards), in any form and in any manner worldwide for the purpose of promoting his/her services, provided that in the case of unpublished Material the Photographer shall first obtain the Client's consent, such consent not to be unreasonably withheld. The Photographer reserves the right to use the Material for this purpose, whether or not in the context of the Advertiser's advertisement or other material in which the Material is incorporated, including without limitation the Advertiser's branding.

## Third party rights

42. Engagements of third-party suppliers, including models, are subject to such terms and conditions as those parties may require which shall be made available by the Photographer on request.
43. Estimated model fees cover modelling time only, and the Client shall be responsible for clearing model usage unless otherwise stated on the Estimate.
44. Items created specifically for the shoot shall remain the property of their creator unless agreed otherwise.
45. The Photographer shall not be responsible for obtaining any clearances in respect of third-party copyright works, trademarks, designs or other intellectual property used in relation to the Assignment or any Usage Licence or extension thereof unless expressly agreed in writing prior to the shoot.

## Credits

46. In respect of all editorial uses and otherwise as additionally stated in the "estimate" the Client shall procure that the Photographer's name is printed on or in reasonable proximity to all published reproductions of the Licensed Images.
47. The Client may use the images only for the agreed usage and within the defined territory for a duration of two years. When sharing on social media, both a tag (e.g., @siriwanchmprn for all photography except weddings and @dawnweddingdusk for weddings) and clear name credit (Siriwan Champorn) in the caption are required. The Client is solely responsible for any misuse of the images by third parties.



## Payments

48. All production-related costs, including expenses, must be paid in advance of the shoot, unless otherwise agreed in writing. Such invoices are payable upon presentation.
49. For services or products purchased via the website, full payment is required at the time of purchase using the online payment system. Upon successful payment, the Client will receive a confirmation email and receipt.
50. For offline purchases or bespoke bookings, the Photographer will issue an invoice unless alternative arrangements have been made. These invoices must be paid within 14 calendar days of the invoice date, unless otherwise agreed.
51. An advance payment of at least 30% of the total fee is required before any work commences, unless stated otherwise in writing.
52. All remaining invoices must be settled within 30 days of the invoice date, unless a different payment term has been expressly agreed. The Photographer reserves the right to apply statutory interest on overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, calculated from the original due date until payment is received in full.
53. If there is a delay of one month or more between the completion of agreed pre-production work and the scheduled shoot date, the Photographer may issue an invoice for the pre-production portion of the fee, along with any expenses already incurred.
54. Fees related to Usage Licences and any third-party charges arranged by the Photographer are payable in full, regardless of whether the Licensed Images are ultimately used by the Client or the Advertiser.
55. All payments are to be made in pounds sterling (GBP) unless explicitly agreed otherwise in writing. otherwise.

## Expenses

56. All anticipated expenses will be discussed and agreed upon with the Client prior to the shoot. While every effort will be made to adhere to the agreed budget, the Client should allow for a contingency of at least 10% to accommodate any unforeseen costs that may arise during the course of the project. Any additional expenses or time required due to changes to the original brief or special requests by the Client will be charged at the Photographer's standard.

## Returns of materials

57. Within 30 days of expiry of any Usage Licence the Material must be returned to the Photographer in good condition and any digital files stored by the Client and the Advertiser must be deleted.

## Intellectual property

56. Unless explicitly agreed otherwise in writing, the Photographer grants the Client a limited licence for the specific, agreed purpose and use of the photographic works.
57. All copyright and intellectual property rights remain the sole property of the Photographer.
58. The Photographer reserves the right to use the images for promotional purposes. This includes, but is not limited to, use on websites, social media platforms, portfolios, press coverage, advertisements, and exhibitions.
59. The Client may use the images only for the agreed usage and within the defined territory for a duration of two years.
60. When sharing on social media, both a tag (e.g., @siriwanchmprn or @dawnweddingdusk) and clear name credit (Siriwan Champorn) in the caption are required. The Client is solely responsible for any misuse of the images by third parties.
61. Images may not be reproduced, publicly distributed beyond private use, or used for any commercial activity without the prior written consent of the Photographer. The Client may not transfer or sublicense image rights to others. Images must not be digitally or otherwise altered without express permission, with the exception of platform-specific cropping (e.g., for Facebook or Instagram). Use of filters or other visual effects is not permitted.
62. Neither the model(s) nor their legal guardians are granted exclusivity over the use, edit, or stylistic processing of the photographs.
63. Any unauthorised use of the images constitutes copyright infringement and may lead to legal action.
64. Penalties for infringement may be calculated as a multiple of the standard licensing fee, in accordance with UK copyright law and SOFAM (EU) guidelines. Paying such damages does not confer any additional rights to use the images.
65. Any alternative licensing or copyright agreements must be made clearly and explicitly in writing.

## Portrait rights

66. The Photographer reserves the right to use recognisable portraits of the Client for promotional purposes. This may include use on websites, social media, printed materials, portfolios, or advertising campaigns.
67. The Photographer may also grant third parties a licence to use such images for their own promotional purposes.
68. If the Client wishes to object to such use, they must do so in writing before the finalisation of the Agreement.

## Artificial intelligence

69. No rights other than those expressly specified in the Licence to Use are granted.
70. For the avoidance of doubt, the Photographer reserves the rights, and the Client or Advertiser has no rights to, reproduce and/or otherwise use the Licensed Images or Material in any manner for purposes of training machine learning or other commonly known as artificial intelligence technologies to generate imagery or other output types, including without limitation, technologies that are capable of generating works in the same style or genre as the Licensed Images and/or Material, unless the Client or Advertiser obtains the Photographer's specific and express permission to do so.
71. Nor does the Client and/or Advertiser have the right to sub-licence others to reproduce and/or otherwise use the Licensed Images and/or Material in any manner for purposes of training artificial intelligence technologies to generate imagery or other output types without the Photographer's specific and express permission.

## Confidentiality

72. The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the Assignment, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the Assignment.
73. It shall be the sole responsibility of the Client to arrange for any third party involved in the Assignment to enter into any confidentiality agreement.
74. The Photographer will not be liable for any breach of confidentiality by any third party.

## Indemnity

75. The Client shall indemnify the Photographer and keep him/her and their respective officers and employees indemnified on a continuing basis against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by the Client to obtain third party clearances or arising out of use of the Material by the Client or the Advertiser outside of the Usage Licence or otherwise as a result of any breach by the Client or the Advertiser of these terms.



## **Extent of liability**

76. The Photographer shall not be liable to the Client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Photographer, Photographer's employees, agents or sub-contractors or otherwise) which arise out of or in connection with the shoot.
77. The Photographer's maximum aggregate liability for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these Terms shall in any event be limited to the total amount of the fees paid to the Photographer in relation to the relevant Assignment.
78. Notwithstanding the above, nothing in these terms excludes or limits the liability of the Photographer for death or personal injury caused by the Photographer's negligence or that of his/her employees, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.
79. The Photographer hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

## **Termination**

80. Either party will be entitled to terminate these Terms immediately by giving written notice to the other if the other party:
81. commits a material breach of these Terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy;

## **Effects of termination**

82. On termination or expiry of these Terms for whatever reason: The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.
83. The provisions of Clauses; Definition, Estimates, Storage of Material, Copyright & Usage, Additional/Extended Usage, Exclusivity, Third Party Usage, Credits, Return of Materials, Indemnity, Extent of Liability and Confidentiality shall survive expiry or termination.
84. Any termination and/or suspension of these Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

## Acceptance and delivery

85. Following completion of the shoot the Photographer will deliver the Material to the Client as soon as reasonably practicable and in the agreed format to enable the Client to select the Licensed Images.
86. Subject to any previously agreed deadlines for post-production work the Photographer will carry out any such work required as soon as reasonably practicable but cannot guarantee urgent turnaround.
87. Unless expressly agreed in writing between the Parties the Client shall not be entitled to reject the Material on the basis of style or composition.
88. The acceptance of the services offered by The Photographer and validated by The Client's signature on the estimate or quotation, or otherwise written confirmation via e-mail, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and The Photographer.

## General

89. Waiver: No delay or omission by a party in exercising any right or remedy under these Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.
90. Assignment/Sub-contracting: Neither party shall be entitled to assign, transfer,
91. delegate or sub-contract the whole or any part of its rights and obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
92. Notices: Any notice under these Terms shall be duly given if:
  - (a) delivered personally; or
  - (b) sent by pre-paid post, in which case it shall be deemed to have been received 48 hours after posting; or
  - (c) sent by email, in which case it shall be deemed to have been received when transmitted, or, if this falls outside business hours in the place of receipt, when business hours resume.
93. Entire Agreement and Variation: These Terms and the Estimate constitute the entire agreement between the parties with respect to their subject matter.
94. Severability: If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.
95. Relationship: Nothing in these Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.
96. Third Party Rights: The provisions of these Terms are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
97. Law and Jurisdiction: These Terms are governed by the laws of England & Wales, and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.