

## **terms of service**

Studio488 is a trading name for first in retail ltd by using any of our services you agree to the following terms and conditions, The Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party); Studio488 Ltd administers the licensing of any image and is a company registered in England; These terms and conditions represent the entirety of the agreement between First in Retail Ltd and the Client. Any variation is only applicable when agreed in advance and in writing;

### **1. turnaround times and deliverables**

turnaround times are calculated using working days (monday-friday and excluding all bank holidays) and are estimates only, if your job is time critical it is important to let us know, we will then advise further. we accept no liability if we fail to deliver images at a time agreed or otherwise, this applies to the return of physical items

### **2. commercial photographers pricing and quotes**

prices quoted remain in place for 7 days, prices on our websites may be subject to change and are a guide only, prices can vary depending on the product or associated level of project.

### **3. pick up & return service including insurance**

pick up within the 20 miles of bl4 area is subject to a min order value of £200, return charges for all orders are £9.99 and are carried out by interlink insurance on these items is minimal and set by the courier , in almost most cases this default insurance will not cover your goods, if you require your goods to be fully insured you must obtain this insurance yourselves or organize your own collection.

### **4. our commercial photography services to you**

the service first in retail ltd provides can be withdrawn or refused at any time without reason and without penalty or liability for losses incurred by the client.

### **5. paying for your photography and projects**

we operate standard business terms of payment on receipt, other options of 7 days or 30 days are available and must be agreed buy us. all prices are exclusive of vat, and return delivery if applicable.

### **6. credit/debit cards**

sorry we do not accept debit or credit cards

### **7. receiving your images and videos**

once cleared payment has been received the images will be made available via our partners wetransfer or other online transfer options

### **8. commercial photography refund policy**

all services provided by first in retail ltd are none refundable. if you believe there is an error with images this must be brought to our attention with 24 hours of you receiving them, our reshoot policy is covered below in section 12

### **9. cancellation of commercial photography projects or studio time**

the studio reserves the right to charge the full or part of the quoted/chargeable price for any cancellations by you the client. goods that have already been shot, prepared, booked in and/or processed cannot be canceled.

### **10. client confidentiality**

first in retail ltd do not pass any details on to any third party and all of our clients contact details are kept confidential. this applies to imagery (first in retail reserve the right to use imagery in our own marketing unless explicitly requested not to)

### **11. insurance details/claims**

first in retail ltd provide no insurance or accept any liability for any items in our care or during transit, our couriers carry an insurance policy for lost/damaged goods however this is, in most cases, below the value of the goods, we recommend you ensure the insurance of your goods is sufficient. you agree that in the event that goods are damaged, lost, stolen, or otherwise deemed unsaleable whilst in the care of first in retail that first in retail, its agents, employees or subcontractors will not and cannot be held liable or subject to any claims for damages or any form of compensation.

### **12. commercial photography projects**

photography projects will commence following acceptance of a written (email is acceptable) or verbal brief provided by our clients. re-shoots will be chargeable if first in retail ltd has adhered to the brief and our client makes changes to the brief after the images have been shot or there has been a clear misunderstanding/miscommunication regarding the brief. re-shoots are charged at the same rate as the original shoot. first in retail reserve the right to make the the decision to re shoot an item.

### **13. commercial photography image copyright and licence agreement**

first in retail ltd. retains copyright on all images supplied to our clients. however, our photography is supplied with an 'internal business use' license. we do not stipulate a time limit on this usage. all images supplied must be used by our clients own business as indicated on the invoice, images cannot be distributed, amended/changed (excludes resizing and renaming) or sold. additional usage rights for the use of images outside of the clients business can be negotiated as required. in the event of a client defaulting on any invoice first in retail ltd reserve the right to revoke the license and issue instructions to remove any images immediately.

### **14. unpaid invoices**

if payment is not made by the due date or in accordance with our clients' specific payment terms & conditions, we reserve our statutory right to claim interest and compensation for debt

recovery costs under the late payment legislation. a fee of £20 (excluding vat) will be made for each account reminder, duplicate invoice, or any other correspondence, paperwork or phone call involved with the recovery of a debt / unpaid invoice. this is non-refundable and represents time spent pursuing overdue invoices. in addition, in the event of an unpaid invoice, first in retail ltd. reserve their right to revoke all discounts relating to the job for which the invoice remains unpaid, making them null & void and to revert to our full standard pricing structure appropriate to the job. in the event any invoice remains outstanding past its due date first in retail reserve the right to remove all license and usage rights in relation to that invoice, we also reserve the right to ask that all imagery be deleted and the use of the imagery stopped immediately upon request until any outstanding balance is cleared (this will be in the for of a cease and desist notice). failure to do this is a breach of uk copyright law

#### **15. incorrect goods delivered / shortages.**

we will quote separately for any items that require time to be “built” or “made ready” this excludes normal activities such as steaming or unpacking. we operate a common sense approach, if an item is going to take more than a few minutes to make ready to shoot then we will charge for this time accordingly, we will always advise and agree before commencing any additional chargeable services.

#### **16. force majeure**

first in retail ltd shall have no liability to the client if it is prevented from or delayed in providing its service by acts, events, omissions or accidents beyond its reasonable control, including failure of a utility service or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

#### **17. storage and products not collected or returned**

you agree to transfer the ownership and title of any items/goods not collected or returned for any reason 30 days from the date we receive your goods, we reserve the right to dispose of goods in any way we deem necessary this includes the sale of goods. goods that require additional storage will incur a fee of £5.00 per day, this charge is based on a per box or rail basis and is at the sole discretion of first in retail ltd

#### **18. discounts**

discounts are based on various criteria agreed by the client and first in retail ltd, as such first in retail ltd reserve the right to make additional charges if the specified criteria is not met by the client. some of our discount is worked on a number of items over a time frame such as a year, you agree to supply a minimum number over this timeframe to receive the corresponding discount if the numbers are less you then will be invoiced for the difference.

#### **19. price guarantee**

we will beat or match any price you have been quoted for our standard listed photography services (other services are looked at on a case by case basis). all price guarantee quotes from other companies need to meet certain criteria this includes but is not restricted to some/all of

the following: vat registration, like for like capability, like for like studio facilities, timescale, usage license. we reserve the right in our sole discretion to modify or discontinue the price guarantee or to restrict its availability to any person, at any time, for any or no reason, and without prior notice or liability to you. the terms of the best price guarantee are governed by english law.

## **20. image usage**

any quoted, invoiced or listed price come with a built in deduction to our default pricing structure. in the event images are used outside of our terms and conditions, or agreement with yourself or failure to remove image/s after we request them to be remove (due to copyright infringement or none payment) then pricing for any images will default to the “none licensed” pricing structure which is £1.00 per image per day.

## **21. image retention and storage**

once images have been delivered to our clients it is the client’s responsibility to store/catalogue those images.

first in retail deliberately removes images after a short period of time, as such recovery or redeliver of images may not be possible.

first in retail will not accept any liability in the event the client “loses”images. a charge is applicable for us to attempt to recover lost images from our backup servers. the following charges apply when attempting to recover imagery. £25 for the search (this is refundable if the images requested are found and the quantity is over 25, if there are less images found including none then the search charge applies) in addition to the search charge there is an additional £1.00 for every image found and resent

## **22. jurisdiction**

the parties to this agreement irrevocably agree that, the courts of england shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this agreement and agree to submit to the jurisdiction of such courts. this agreement has been entered into on the date stated at the beginning of this agreement.