



TERMS & CONDITIONS

1 THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are PND Headshots, the trading name of PND Creative Ltd a company registered in England and Wales. Our company registration number is 1267514 and our registered office is at FLAT 15 Connexion Building, 326 Battersea Park Road, London SW11 3BF

In these terms and conditions, PND Creative Ltd will be referred to as “we” or “us” or “PND”.

2.2 How to contact us. You can contact us by writing to us at paul@pndphotography.net or at 205 FLAT 15 Connexion Building, 326 Battersea Park Road, London SW11 3BF

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.5 “you” “The Client”. When we use the words “you” or “the Client” in these terms, we mean the individual (whether acting in his or her personal capacity, acting on behalf of a body corporate or otherwise) who orders services from PND (whether from the Website or otherwise).

3 KEY DEFINED TERMS

The following words will have the following meaning when used in these terms and conditions:

3.1 “picture” or “image” includes (but is not limited to) photograph, transparency, negative, design, artwork, painting, engraving, digital image file or any other item which may be offered for the purpose of reproduction; and

3.2 “reproduction” includes any form of publication or copying of the whole or part of any picture whether altered or not and whether by printing, photography, slide projection

(whether to an audience or not), xerography, electronic or mechanical reproduction or storage, or for any use as artist's reference or illustration, or in a layout or presentation.

3.3 Any obligation on you not to do something includes an obligation not to allow that thing to be done, either by your agent or otherwise.

4 OUR CONTRACT WITH YOU

How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

5 PROVIDING THE SERVICES

5.1 When we will provide the services: Subject to clause 5.3 below, we will provide the services on the date agreed with you during the order process.

5.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

5.3 Rearranging the date of your session. If you are unable to attend the session on the date and time agreed between you and PND during the order process, you may, at any time prior to the allocated time of your session with the consent of PND through the online client area, reschedule your session. If you reschedule your session not less than 72 hours before the original allocated time, you will not forfeit any payments you may have made for services not yet received. If you reschedule your session less than 72 hours before the original allocated time, you will forfeit any payments you may have made for services not yet received.

6 KEY TERMS ABOUT THE OWNERSHIP OF IMAGES AND RIGHTS OF

REPRODUCTION

6.1 Ownership of all rights in images remain with PND. Pictures are supplied to the Client on loan and no property, copyright or other intellectual property right in any picture will pass to the Client from PND. For the avoidance of doubt, the entire copyright in any picture provided to you will be retained by PND at all times, throughout the world.

6.2 Use of names and trademarks in the images. Unless specified in writing, PND makes no claim or warranty to you as to the existence or validity of the Client in respect of the pictures or as regards the reproduction by the Client of any names or trade marks depicted in the pictures. You must satisfy yourself that all necessary rights, releases or consents required for reproduction have been obtained.

6.3 Paul Nicholas Dyke and PND are the author of the works. Paul Nicholas Dyke and PND assert both their moral right to be identified as the author of the work and the right

to a credit in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

6.4 Selection of images. PND will endeavour to select and create the best selection of photographs for you deemed appropriate for galleries/ digital contact sheets.

6.5 Rejection of images. You have no right to reject images on the basis of style, composition or editing when they have been the artistic choices of PND.

6.6 Storage and delivery of images. PND will take reasonable care to correctly store, deliver, identify, caption and orientate images produced for the Client but PND will not be liable for loss or damage incurred by the Client or any third party caused by any errors in storage, delivery, identification, captioning and/or orientating of images.

6.7 PND supplies the technical and artistic ability to illustrate an idea photographically. No property or copyright in any pictures shall pass to the Client whether on its submission or on PND's grant of a licence to reproduce any image.

6.8 Grant to the Client by PND of a licence to reproduce images.

6.8.1 PND hereby grants to the Client a licence to reproduce images selected and edited by PND only strictly in accordance with these terms or as otherwise agreed between you and PND. This licence is granted on a non-exclusive basis unless otherwise agreed between PND and the Client.

6.8.2 The licence referred to in clause 6.8.1, shall only take effect when a fee for the reproduction has been agreed in writing with PND and an invoice has been issued by PND and paid in full by the Client in accordance with these terms. For the avoidance of doubt, you may not reproduce any image until all invoices payable by you have been satisfied in full. Breach by the Client of this clause 6.8.2 shall be considered a material breach of these terms and PND shall be entitled to terminate this agreement (without prejudice to all and any accrued rights at the time of termination).

6.8.3 Any reproduction rights granted by PND are by way of licence and no partial or other assignment of copyright shall be implied.

6.8.4 PND reserves the right, exercisable in its absolute discretion, to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

6.8.5 Without prejudice to any other remedies available to PND, unless otherwise agreed in writing between you and PND, if any picture reproduced by you omits the copyright notice or credit line specified by PND, PND may (by notice to you in writing) increase any fee payable by you by up to 25%.

6.9 The licence to reproduce images is granted on the following terms:

6.9.1 The licence granted by PND to the Client to reproduce images selected and edited by PND only, is for usage in self-promotional capacity only, including web, print, Spotlight, and other casting directories, agent mail outs and front of house by employers. The licence also extends to the use of the images on personal social media profiles (Twitter/ Facebook/Linkedin) if they support the purpose for which such images were taken.

6.9.2 You may not use any images for public viewing that have not been edited and approved by PND and, for the avoidance of doubt, the reproduction licence granted by PND does not include paid-for advertising and/or endorsements. All and any editorial prior written approval of PND.

6.9.3 To assist with your understanding of the scope of the reproduction licence granted by PND, we have provided the following examples:

(a) you may not use watermarked images directly from the gallery. Such images would need to be ordered from PND, retouched (if necessary) and delivered to you by PND;

(b) you may use the selected images to promote yourself through the spotlight directory. However if you are approached by a publication to use the image in connection with an article on you or a production in which you feature, all correspondence needs to be with PND, as the publication will not lawfully use your image without first obtaining a licence from PND;

(c) your headshot image may be used for a theatre programme where the cast is listed, but may not be used or manipulated to promote the show in any poster form, without a licence granted by PND's; and

(d) your agent may send the selected images to casting directors as part of a casting process and may put those images on their website when listing their clients. However, your agent may not exchange any money or moneys worth for your image, nor use for any national press and/or media without prior written consent of, and a licence granted by, NDP.

6.9.4 All use by the Client of the images is subject to there being a clear accreditation to PND Headshots.

6.9.5 The right to reproduce a picture granted by PND is personal to the Client and may not be assigned to any third party without PND's prior written consent.

6.9.6 The Client may not alter or add to or manipulate a picture by means of computer or any other technique. Reprint or other reproduction, including those made in electronic form, or whether as a single image or as part of a montage, are expressly forbidden as provided for in the Copyright, Designs and Patents Act 1988.

6.9.7 You will be responsible for ensuring that all third parties who have access to any image, including your agent, is made aware of the terms of the reproduction licence granted to you by PND.

6.10 You are liable if you reproduce an image without, or in breach of the terms of, reproduction rights granted by PND. You agree to indemnify and keep indemnified NDP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by PND arising out of or in connection with the reproduction of an image without, or in breach of the, reproduction rights granted to the Client by PND (including, but not limited to, the Client allowing a picture or a copy thereof to come into the possession of a third party without PND's prior written consent).

7 YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end your contract with us. If you wish to end your contract with us and cancel your allocated session, you can do so at any time by notifying us in writing at info@pndheadshots.net. However, if you notify us of the cancellation less than 48 hours before the allocated time slot for your session, PND shall be entitled to retain in full any deposit previously paid by you.

7.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

7.2.1 digital products after you have downloaded these; or

7.2.2 services, once these have been completed, even if the cancellation period is still running.

8 HOW TO END THE CONTRACT WITH US

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by emailing info@pndheadshots.net. Please provide your name, address, details of the order and, where available, your phone number and email address.

8.2 How we will refund you. Subject to clause 7.1, we will refund you the price you paid for any unperformed services, by the method you used for payment.

8.3 When your refund will be made. We will make any refunds due to you as soon as possible. PRICE AND PAYMENT

9.1 Where to find the price for the services. The price of the services (which includes VAT) will be the price indicated on the website when you placed your order.

9.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

9.3 When you must pay and how you must pay. We accept payment in cash, by all major credit and debit cards. You must make an advance payment of as stated in the information page or quote, before PND provides them. PND will provide you with an invoice which must be settled prior to or at your allocated session, unless a later date of payment is agreed by PND. If you choose to pay for the services before your allocated session, you are advised to send payment by any method affording proof of delivery.

9.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.5 Suspension of ongoing services if you fail to pay an invoice on time. PND reserves the right to suspend ongoing services, or other distribution of pictures, as soon as any invoice issued to you becomes overdue.

9.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

PND'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 PND is are responsible to you for foreseeable loss and damage caused by it. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

10.2 PND does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

10.3 PND is not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 How we will use your personal information. We will use the personal information you provide to us:

11.1.1 to supply the services to you;

11.1.2 to process your payment for the services; and

11.1.3 if you agreed to this during the order process, to give you information about similar products and/or services that PND provides, but you may stop receiving this at any time by contacting us.

11.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

12 OTHER IMPORTANT TERMS

12.1 These terms cannot be varied without PND and your consent. No variation of the terms and conditions will be effective unless agreed in writing by both parties.

12.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

12.3 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.4 Nobody else has any rights under this contract. Subject to clause 12.2, this contract is between you and PND. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

12.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

12.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

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