

Terms & Conditions DCJ ART STUDIO

Terms and Conditions

Terms and Conditions of any Commissioned Work Definitions:

Hence forth the following definition of words will apply:

“Photographer” refers to Daniel Craig Johnson who also owns all copyright on all Photographs produced by the employees and subcontractors of DCJ Photography whilst in the employee of Daniel Craig Johnson “Photographs” and “Photographic Work” refers to all photographic material, in film, print or electronic formats supplied by the photographer.

“Client”, “U”, “Your” refers to the person or organisation, its representatives, successors, assignees, agents and affiliates requesting the provision of photographic services and supply of photographs. “Commission”, “Assignment” or “Shoot”, the actual process and process of setting up, taking and processing the photograph(s) for the client. “the company”, “company”, “we”, “us” refers to “ Daniel Craig Johnson Photography” and all parties indemnified by us, as owned by Daniel Craig Johnson.

Usage Rights and Licensing:

An Exclusive License is granted to the Client for the usage specified in the brief, estimate or order confirmation. This Exclusive License is conditioned upon acceptance of each term set forth in this agreement, including but not limited to, receipt of payment in full by the Photographer within the payment period agreed. Unless otherwise stated the duration of the license shall be six times the periodicity of the publication for editorial work, or 90 days, whichever comes first. All rights not expressly granted to the Client remain the exclusive property of the Photographer. The Client may not transfer or assign this Exclusive License without the express written consent of the Photographer.

First Copyright Ownership:

The client recognises that the Photographer is the author of the Photographs and the owner of the copyright subsisting in them, irrespective of the stipulations of Sects 21 (1)(c) and 21 (1)(e), with amendments, of the South African Copyright Act No 98 1978 as amended.

(a) In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended, the provisions of Section 21 (1)(c) shall NOT apply to the photograph(s) to be made in terms hereof and the photographer will be the author of the work(s) and the copyright subsisting therein.

(b) Daniel Craig Johnson supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to the Client whether on its submission, or on Daniel Craig Johnson grant of reproduction rights in respect thereof.

(c) Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.

Ownership of Materials:

The photographer is the owner of all the Photographs and/or materials supplied to the client. Site copyright © 2013 Daniel Craig Johnson Photography owned by Daniel Craig Johnson. All rights reserved.

Payment:

A standard retainer fee is payable when booking is made and 100 % of out of town expenses is payable before the assignment. Full payment must be received by the Photographer before the assignment commences, and no service will be carried out (including editing of photographs), before the full payment has been received by the photographer. If payment is not received by the due date, any use of the Photographs may, at the Photographer's discretion, be considered unauthorised and the Exclusive License withdrawn and become subject to renegotiation. The Client agrees to pay interest at 2.5% above the prime rate per month or part thereof on overdue payments. All Photographs commissioned for personal use which will not be used in a publication must be paid for in full before usable copies of the photographs would be released to the client. It is the photographers right to withhold commissioned work as well as licenses, in case of outstanding invoices, before handing over completed assignments.

Additional Expenses:

Where additional expenses are incurred by the photographer due to changes in the original brief by the Client or by circumstances beyond the Photographer's control, the Client agrees to pay such reasonable expenses and/or fees at the Photographer's normal rates.

The Brief:

It is the client's responsibility to give the photographer a full written brief. Where specific details are missing in the brief, the client undertakes to accept the photographer's interpretation. If shoots are supervised then it is the client's responsibility, to ensure that style, setup, lighting and objects used within the shoot are satisfying. Changes to images that require further retouching in post-production, will be charged at the photographers rates as agreed.

The Assignment:

The client is responsible for having a representative present at all times when the assignment is being executed to approve style and content. Where no representative is present, the client shall accept all decisions made by the photographer in relation to execution of the brief.

Daily Rates:

It is always best to identify the extent of usage for the images before entering the agreement because this greatly affects price. Usages not requested at the time of the shoot can be renegotiated at a later stage.

Postponement & Cancellation Fees:

The client is responsible for all expenses incurred up to the time of cancellation, plus 50% of the Photographer's fee. If cancellation or postponement is given less than two (2) business days before the shoot, Client will be charged 100% fee. If a date is postponed given less than fifteen (15) business days before the shoot, Client will be charged 50% fee and client will not be charged if the commission is postponed more than fifteen (15) business days before the shoot. Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions on location or 75% if postponement due to weather conditions is before departure. The client is responsible for taking out weather insurance.

Non-Attendance:

It is the client's responsibility to ensure that subjects that are to be photographed are present at the assignment. In case of non-attendance any reshoot will be charged accordingly either as pro-rata rate, or in case of negotiation via the normal hourly rate of the photographer. The client accepts hereby that non-attendance does not wave costs for a reshoot outside the initial quote. No credits are given on invoices should any reshoot be required due to non-attendance.

Holding Fees:

Client will return all Photographs to the Photographer in their original unmodified form within 30 days of submission. At the Photographer's discretion a Holding Fee of not less than R20 (twenty) per item per day shall be payable from the return date until time of receipt by the Photographer.

Electronic Storage:

The Client agrees to destroy all digital files within four (4) weeks of publication and further agrees not to permit any alterations, additions, subtractions or part use of by any method without the Photographer's written consent. The photographer stores a copy of any client footage or images for no longer than 60 days, it is the clients responsibility, to ensure, that images or footage that was handed over is downloaded/stored accordingly. Should the client require longer storage of files, then that must be arranged in writing and is subjected to an agreed fee payable by the client.

Credit Line:

For editorial use, Client agrees to provide a credit line in the form of "© Daniel Craig Johnson Photography" in type no smaller than the nearest text and immediately adjacent to the picture used or the fee is tripled.

Exclusivity:

The Photographer retains the right to use the Photographs in any manner, at any time and in any part of the world for self-promotional purposes. During the period of the Usage License granted in the Usage clause, the Client is authorised to publish the Photographs to the exclusion of all other persons other than the Photographer's right to self-promotion as noted above. After the expiry of the Usage license, The Photographer shall be entitled to use the Photographs for any purpose.

Loss or Damage:

The Client agrees to pay an amount of Rand 2000 per item for film or print based Photographs in the event of the loss of or damage to the Photographs. Client agrees to pay Rand 500 or the Photographer's normal costs, whichever is applicable, for reproducing digital media in the event of the loss of or damage to such media.

Retouching:

All shoots consist of basic retouching unless otherwise agreed upon between the photographer and the client. Basic retouching is defined as exposure correction, removing of visible blemishes and scars. Removal of items, persons, backgrounds, and anything else that exceeds the definition of basic retouching as described above will be charged at the photographers retouching rates.

Rejection:

The Client has no right to reject work on the basis of style or composition unless a rejection fee has been agreed in advance.

Dispute Resolution:

In the event of any irresolvable dispute in the interpretation of the terms of this contract, the Client agrees to submit the dispute to either an arbitration process or mediation process, at the photographer's option. Any dispute, that is not attended to within 90 days indemnifies the photographer from any future claims.

Kill Fees:

If the client decides to kill the work after the brief has been met and work has been delivered by the deadline date, full payment must be made. If the Photographs are not publishable, through no fault of the Photographer, the Client agrees to pay 100% of the Photographers account.

Indemnity:

The Client agrees to indemnify and save harmless the Photographer against all liabilities, claims and legal costs arising out of the Client's use of the Photographs. The client indemnifies the photographer against any claims brought against the photographer by any third party during the shoot.

Default:

In the event of non-payment or other breach of this agreement by the client, the Client shall pay all of the Photographers costs and expenses incurred in enforcement of the terms of this agreement, including the Photographer's attorney's fees.

Variation:

No variation of the terms of this contract shall be recognised unless agreed in writing.

Applicable Law:

This agreement shall be governed by the laws of the Republic of South Africa.

Terms and Conditions of this site:

PLEASE READ THE TERMS BELOW CAREFULLY. BY BOOKING WITH US, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THEM, DO NOT BOOK A SHOOT BEFORE MEETING AND AGREEING TO A BRIEF IN WHICH THE SHOOT HAS BEEN DISCUSSED AND AGREED UPON.

Definition:

Hence forth the following definition of words will apply: "Photographer" refers to the person or organisation requested to take and supply the photographs. In this instance the Photographer is Daniel Craig Johnson who also owns all copy right on all Photographs produced by the employees and subcontractors of DANIEL CRAIG JOHNSON photographs whilst in his employee. "Photographs" refers to all photographic material, in film, print or electronic formats supplied by the photographer. "Client" refers to the person or organisation, its representatives, successors, assignees, agents and affiliates requesting the provision of photographic services and supply of photographs. "the site" or "site" = www.dcj-art-studio.com "we" or "us" = The Owner – Daniel Craig Johnson, Operators and Sponsors of the site www.dcj-art-studio.com "member" or "members" = Any person registered as a member on the site "u" or "your" = You as a member of the public making use of this site "the company" or "company" = " Daniel Craig Johnson Photography" and all parties indemnified by us.

Ownership:

Site copyright © 2013 Daniel Craig Johnson Photography owned by Daniel Craig Johnson. All rights reserved. The information and materials contained in this site, including text, photographs, graphics, links or other items, are provided on an "as is" and "as available" basis.

Restrictions:

This site is owned and operated by Daniel Craig Johnson Photography from its offices in Johannesburg, South Africa. All information (Content) on this site including communications, photos, text, video, graphics, images and other material and services you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, download, distribute, perform, display, incorporate into another web site, or in any other way exploit any of the Content in whole or in part except for personal or classroom educational purposes, without the prior express written permission of Daniel Craig Johnson.

Rights:

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now existing or later developed, and that except as specifically provided in these Terms, your use of the Content shall be governed and constrained by applicable copyright, trademark and other intellectual property laws. In addition to The Foundation and its licensors' Rights in individual elements of the Content, Daniel Craig Johnson owns a copyright in the selection, coordination, arrangement and enhancement of the Content. You may not reproduce, alter or distribute any of the photographs without the written consent of Daniel Craig Johnson.

Copyright:

All photographs within this web site are subject to the following copyright agreement, all works commissioned from Daniel Craig Johnson Photography will also be bound by this agreement. (a) In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended, the provisions of Section 21 (1)(c) shall not apply to the work(s) to be made in terms hereof and the photographer will be the author of the work(s) and the copyright subsisting therein. (b) Daniel Craig Johnson supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to the Client whether on its submission, or on Daniel Craig Johnson's grant of reproduction rights in respect thereof. (c) Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.

Disclaimer:

Daniel Craig Johnson Photography does not warrant that the functions contained in the materials on this site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Daniel Craig Johnson Photography does not warrant or make any representation regarding the use or the results of the use of the materials in this site in terms of their correctness, accuracy, reliability, or otherwise. Any visitor to www.dcj-art-studio.com assumes the entire cost of all necessary servicing, repair or correction. Applicable law may not allow the exclusion of implied warranties so the above exclusion may not apply to you. We may amend, add to or replace these terms and conditions at any time. Any amendments, additions or replacements will be effective from date of posting. The information contained within this website is constantly being updated and/or modified. While we do try to ensure the reliability of all information published, we cannot guarantee the accuracy of such information. For this reason, we can assume no liability or responsibility for any errors or omissions in the content of this site. You waive, release, discharge and relinquish any and all claims that you now have or may have against us, our affiliates, subsidiaries, shareholders, directors, officers, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to the use of our Site. In no event will we be liable to you for any damages of any kind. Including, but not limited to, compensatory damages, loss of profits, lost data of any form or special, incidental, indirect, consequential or punitive damages of any kind whether based on breach of contract or warranty, negligence, product liability or otherwise, even if the company is advised of such damages. You agree to indemnify and defend us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the company's indemnified parties arising out of or in connection with the performance of its duties as described in this agreement (except as caused by the gross negligence or wilful misconduct of the company

including the legal costs, fees and expenses of defending ourselves against any claim by any or all of the parties to any transaction and/or by any other person and/ or as a result of your negligent act or omission. You further agree to indemnify and hold the company harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of: – The violation of these terms by you, or – The infringement by you, or other user of the Service using your user name and password, of any – Intellectual property or other right of any person or entity. – These indemnities are subject to “Our liability to you” and “Limitation of our liability to you”. We do not guarantee continuous, uninterrupted or secure access to the Service, and operation of our Site may be interfered with by numerous factors outside of our control. Although we strive to provide the best facilities we can to ensure maximum speed and availability from our servers and software, the company does not offer any SLA (Service Level Agreement) or any guarantee in relation to Service up-time or availability for any Service, Product or Premium Subscription Service. All Services provided are on an ‘as is’ basis. We may refuse the right for you to use our Site or any part of our Site or features if you give information which is untrue, inaccurate or incomplete. We may also suspend, cancel or terminate your access to our Site or any part of our Site if you breach or fail to observe these terms. We reserve the right to determine whether or not your conduct is consistent with the letter and spirit of these terms and may, at our sole discretion, immediately terminate your use of our Site if your conduct is found to be inconsistent with these terms. We reserve the right to remove any information posted by you at any time and without warning.

External Links to the site:

Our site contains hyperlinks to external websites, which are operated by third parties and are entirely independent of this site. We are not responsible or liable for the content of these linked websites or for any hyperlinks contained on these linked websites. The inclusion of any site acknowledgments, identification of any person or entity in the site, or any hypertext link to another person or entity shall not, in any manner, be construed as an endorsement of such people or entity’s World Wide Web site, products, services, or contributions to the site. You activate a link on our website entirely at your own risk. Other web sites that may provide a link to our web site are entirely independent of our site. Any direction by a third party to this site shall not, in any manner, be construed as an endorsement by us of such party’s World Wide Web site, products, or services. Our Privacy Promise does not apply to any third parties over whom we have no control