



## TERMS AND CONDITIONS FOR COMMISSIONING AND REPRODUCTION OF IMAGES

### C1. Definitions:

In this Agreement the terms:

**Client** means any person or organisation dealing with The Original Double Red Ltd, or any servant, employee or sub-contractor of such person or organisation.

**Image** includes a digital image, digital scan, photograph, transparency, negative, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.

**Reproduction** includes any form of publication or copying of the whole or part of any image and whether or not altered by printing, photography, slide projection (whether or not to an audience), artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.

**Double Red** refers to the Company, The Original Double Red Ltd or any of its trading names; Double Red, Double Red Studios, Double Red Photographic.

### C2. Copyright:

All image rights including but not limited to copyright are retained by Double Red at all times.

Double Red supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No image rights other than those licensed shall pass to the Client, whether on its submission, or on Double Red's grant of reproduction rights in respect thereof.

Any reproduction rights granted are by Way Of License and no partial, or other assignment of copyright shall be implied.

### C3. Use:

The License to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images before payment in full of the relevant invoice(s) without the express permission of Double Red, and all rights remain the property of Double Red until payment is received in full.

Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.

Reproduction rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.

Double Red reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client.

Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

Permission to use the images for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use.

Unless otherwise agreed in writing, all further Licences in respect of the images will be subject to these Terms & Conditions.

### C4. Client Confidentiality:

Double Red will abide by the terms of a signed Non Disclosure Agreement (NDA), will maintain client confidentiality, 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 photography, save as may be reasonably necessary to enable Double Red to carry out their obligations in relation to the commission.

### C5. Indemnity:

While Double Red takes all reasonable care in the performance of this agreement generally, they shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.

The Client agrees to indemnify Double Red in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by Double Red.

It is the Client who must satisfy him/herself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Double Red gives no warranty or undertaking that any such rights, model releases or consents have, or will be obtained, whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any image. In the event that the image issued or reproduced by or with the authority of the Client then the Client shall indemnify Double Red against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.



## TERMS AND CONDITIONS FOR COMMISSIONING AND REPRODUCTION OF IMAGES

### C6. Payment:

Unless a credit agreement has been approved by Double Red, Payment should be by credit card, cash, or cheque. Cheques will need a minimum of 5 working days to clear before release of product or services. If credit is required, please request a Credit Application Form or download one from <http://www.doubledredstudio.co.uk/page/25/terms-conditions-bookings>. Applications will be subject to the necessary credit searches. Payment Terms are strictly 30 days from date of invoice. Payment should be made by crossed cheque payable to "The Original Double Red Ltd" or by automated credit transfer (BACS). BACS details will be supplied with our invoice if this is your preferred method of payment. Proof of postage is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery. Under the Late Payment of Commercial Debts (interest) Act 1998, if we are not paid according to agreed credit terms, we may exercise our statutory right to claim interest and compensation for debt recovery costs.

If payment is not made in accordance with our Payment Terms, Double Red may rescind this Agreement and recover damages, or, at their option, exercise their statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due with immediate effect, even if it is less than 30 days from the issue date, and that Double Red may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

A fee of £10.00 (including VAT) may be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuit of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

Double Red reserves the right to suspend all ongoing services relating to the unpaid account, including (but not limited to) ftp or other image distribution once any invoice issued to a Client becomes overdue. Double Red also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.

On the Client's death or bankruptcy or in the event of a Resolution, Petition or Order for winding up (if the Client is a company) being made against it, or if a Receiver is appointed, Double Red may at any time thereafter inspect any records, accounts and books relating to the reproduction of their images in order to ensure that the images are being used in accordance with any reproduction rights granted to the Client.

### C7. Expenses:

Where extra expenses or time are incurred by Double Red as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at Double Red's normal rate in addition to any expenses shown on the Estimate form as having been agreed or estimated.

### C8. Presentation:

All items should be clearly labelled and specific requests (ie angle, lighting, handling instructions for delicate items) outlined on the label. Items should be presented as they are to be shot, (ie. adhesive labels and packaging removed as required-otherwise re-touching costs may be incurred). If it is impractical to attach a label to a product, any instructions should be made perfectly clear when they are presented for shooting. Alternatively, the client may wish to be present when such items are shot. All items will be photographed as they are presented unless the label indicates that other options are required (eg an item requires shooting both with and without packaging.) Items that need to be shot in a group should be clearly identified both on the label attached to the items – which should also have references to the other items in the group, and also at the initial briefing in order to avoid confusion. Any items that have to be re-shot due to the fact that they are incorrectly presented will be charged as an additional item/set.

### C9. Insurance:

All persons hiring the studio or its facilities should ensure that any products left at the studio are covered under their own insurance policy. While every care will be taken with the handling of goods, Double Red will not be responsible for loss, damage or breakages while goods are either being shipped, or are in our care.

### C10. Rejection:

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

### C11. Confirmation of booking or commission:

SPECIFIC details of the shoot should be submitted prior to confirmation in order that any confusion as to what is expected from both parties is avoided. Once we have this information, commissions should be confirmed by email to the person with who the client has been dealing.



## TERMS AND CONDITIONS FOR COMMISSIONING AND REPRODUCTION OF IMAGES

### C12. Cancellation & Postponement:

Once the Client has made a booking for a specific time and date, Double Red will not accept any other work from other clients for those times and dates.

As a result, if a confirmed booking is cancelled, a cancellation fee will be charged to the client as follows:

- a. Cancellation of a booking within two weeks of any confirmed date will be charged at 50% of the booked time rate.
- b. Cancellation within 7 days of any confirmed date will be charged at 100% of the booked time. In addition to this cancellation fee, the client will be charged for any expenses already incurred by Double Red.

### C13. Right to a credit:

If the box on the 'License to Use' marked "Right to a Credit" has been ticked, Double Red's name will be printed on or in reasonable proximity to all published reproductions of the images.

By ticking the "Right to a Credit" box Double Red asserts their statutory right to be identified as the author of the work in the circumstances set out in Sections 77 to 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

Unless otherwise agreed in writing if any image reproduced by the Client omits the copyright notice or credit line specified by Double Red, any fee payable by the Client shall be subject to an increase specified by Double Red, and in any event an increase of not less than 25%.

### C14. Delivery of images:

Double Red will edit every shoot and deliver digital e-proofs of what they consider to be the best representation in order to meet the Client brief. (An extended or even full edit can be supplied if required although this will incur additional costs depending on the size of the shoot).

Printed contact sheets will only be supplied to the client if agreed so beforehand and will incur a charge for their production.

All files are delivered as colour Adobe RGB 1998 .tif files or sRGB .jpg files as requested. The default file delivery is sRGB.jpg, and this will be used unless otherwise specified in writing prior to delivery.

The Client assumes all responsibility for any RGB to CMYK prepress work required.

The Client agrees to hold Double Red harmless from any claims arising from such work.

Double Red is not responsible for how images render on websites. Double Red's liability for all claims shall not exceed in any event the total amount paid under this invoice.

### C15. Storage:

Although Double Red will make every effort to archive the images indefinitely, they make no warranty about the nature of its archive past the date of first delivery of final images. Clients should treat the delivered files carefully, and we recommend that they keep a safe copy for the duration of the License. We can provide the client with additional copies of back-up discs at a nominal cost.

### C16. Embargoed products:

Any product with an embargo attached should be clearly marked as such and we would recommend that the client stays present during shoots with products of a sensitive nature. Although Double Red will do their utmost to prevent the release of any sensitive material, they will not be responsible for any images that may be released prior to an embargo date. Again, in such instances, we recommend that the client retains the files and requests that any copies are deleted from our system.

### C17. Promotion:

Double Red reserves the right to use images taken on behalf of a Client, in their own promotional material unless otherwise specified at the time of commissioning.

### C18. Variation:

These Terms & Conditions shall not be varied except by agreement in writing.

### C19: Applicable Law:

The Terms & Conditions outlined in this Agreement shall be governed by the laws of England & Wales.

Note: for more information on the commissioning of professional photography please refer to: [www.copyright4clients.com](http://www.copyright4clients.com) and [www.beyond-the-lens.com](http://www.beyond-the-lens.com)



## TERMS AND CONDITIONS FOR DOUBLE RED STUDIO HIRE

### SH1. Definitions:

Double Red refers to the Company, The Original Double Red Ltd or any of its trading names; Double Red, Double Red Studios, Double Red Photographic.

**Client** means any person or organisation dealing with The Original Double Red Ltd, or any servant, employee or sub-contractor of such person or organisation.

**Booking Form** means the Studio booking Form. The Studio Booking Form can be found on the Studio website at: <http://www.doubleredstudio.co.uk/page/25/terms-conditions-bookings>

**Equipment** means all fixtures and fittings existing in or provided by the Studio including but not limited to: lighting, infinity cove, turntable, polyboards, coloramas;

**Studio** refers to the Studio premises of The Original Double Red Ltd / Double Red Studios, Unit 4 Gateway Court, Dankerwood Road, South Hykeham, Lincoln, LN6 9UL.

**Us/we/our** means The Original Double Red Ltd / the Studio.

**Image** includes a digital image, digital scan, photograph, transparency, negative, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.

**Reproduction** includes any form of publication or copying of the whole or part of any image and whether or not altered by printing, photography, slide projection (whether or not to an audience), artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.

### SH2. Insurance:

All persons hiring the Studio should have the minimum insurance cover as follows:

Public Liability - £2,000,000

Employers Liability where applicable - £1,000,000

Insurance to cover loss or damage to Double Red materials and equipment of £100,000.

Any goods / items are covered under their own insurance policy at all times.

By accepting these terms & Conditions any person / Company hiring the Studio or facilities confirms agreement to these terms and that they have the required insurance policies in place and that the premiums are fully paid up.

All persons hiring the studio or its facilities should ensure that any products left at the studio are covered under their own insurance policy. While every care will be taken with the handling of goods, Double Red will not be responsible for loss, damage or breakages while goods are either being shipped, or are in our care.

The client agrees to waive any rights of subrogation against Double Red or their employees.

### SH3. Hire fees:

The basic day rate for photographic stills shoots is as detailed in the current rate-card. A basic Studio day is from 0900 hours to 1800 hours Monday to Friday. Use outside these hours will be subject to our agreement and the Client will be charged at an additional hourly rate (as detailed in the current rate-card) following the end of the hire period, an invoice will be sent to the Client detailing amounts payable.

### SH4. Equipment:

Any Equipment lost, damaged or stolen will be charged to the Client at its full replacement cost. The Client may not remove any Equipment from the Studio premises and all Equipment must be returned promptly at the end of the hire period and in good condition. If the Client has any special requirements for equipment or lighting, please advise us and we will attempt to source them on your behalf and inform the Client of any additional charges.

### SH5. Provisional bookings:

Clients may make provisional bookings of the Studio, however if a written confirmation (or cancellation) is not received within 14 days of the due date of the booking, cancellation fees will apply as follows:

14-10 days – 25% of fee for the time of the provisional booking

09-06 days – 50% of fee

05 days or less – full fee payable

In the event that two Clients wish to book the studio for the same time, the one with a provisional booking will be given the opportunity to confirm their reservation. If they are unable to do so, the second party will have the option to confirm. Once confirmed, bookings taken under these conditions will be non-refundable and will be charged at the full rate. It is therefore in the Clients interests to confirm a provisional booking as soon as possible.



## TERMS AND CONDITIONS FOR DOUBLE RED STUDIO HIRE

### SH6. Cancellations:

Cancelled confirmed bookings will be charged at 50% total hire fee. Any confirmed bookings cancelled less than 5 working days of intended date of the hire period will be charged at 100% total hire fee.

### SH7. Client Payments:

By credit card, cash, or cleared cheque unless a credit account has been approved (please request a Credit Application Form or download one from <http://www.doubleredstudio.co.uk/page/25/terms-conditions-bookings>). Unless otherwise agreed in writing, payment of all invoices must be received in full within 30 days of the date of our invoice. Overdue accounts will be dealt with under the Late Payment of Commercial Debts (interest) Act 1998 and interest charged accordingly.

### SH8. Security:

Save in respect of anything which cannot be excluded by Statute, neither the Manager nor the Studio takes responsibility for any loss or damages suffered by the Client, caused by, or arising from its use of the Studio or any Equipment. All equipment and valuables brought on to the Studio premises by the Client shall be at the Client's own risk. It is in the Client's best interests to make sure that they have sufficient insurance to cover themselves and their equipment.

### SH9. Studio Premises:

The Client shall be responsible for all or any costs or expenses incurred by us as a result of any damage by the Client to the fabric or contents (including furniture) of the Studio premises. No alterations decorations or additions to the Studio are permitted without our prior consent. In any event at the end of the hire period, the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any anomalies must be brought to the attention to the accompanying member of Double Red Staff PRIOR to commencing any shoot.

### SH10. Offensive Material:

The studio is not available for shoots of illegal or offensive subject matter.

### SH11. Client materials:

No explosives, or perishable items, or items requiring specialist storage or specialist handling, items which may cause a potential hazard to either the environment or persons handling such items shall be brought onto site without the prior express written permission of Double Red. THIS IS WITHOUT EXCEPTION.

### SH12. Client material disposal:

Unless otherwise agreed with us, materials used in connection with sets and props constructed by the Client and all other equipment are to be collected and removed from the Studio premises at the end of the hire period and at the expense of the Client. If they are not collected by this time, we reserve the right to dispose and recharge any costs associated with so doing. A storage charge may be incurred for each day the Client materials remain.

### SH13. Indemnity:

Double Red will not be held responsible in any way for the standard of work produced by any person hiring its facilities and Studio. Our name shall not be connected in any way to any sub-standard work that may be produced in our studio. Double Red reserves the right to request that any mention of our name be removed from any image produced in our studio.

### SH14. Applicable Law:

The Terms and Conditions outlined in this Agreement shall be governed by the laws of England & Wales.

ALL BOOKINGS MUST BE CONFIRMED BY EMAIL TO SUE WARD: [s.ward@doublered.co.uk](mailto:s.ward@doublered.co.uk)



## TERMS AND CONDITIONS FOR DOUBLE RED PRINT AND FINISHING

### PF1: Definitions:

**Double Red** refers to the Company, The Original Double Red Ltd or any of its trading names; Double Red, Double Red Studios, Double Red Photographic.

**Client** means any person or organisation dealing with The Original Double Red Ltd, or any servant, employee or sub-contractor of such person or organisation.

**Booking Form** means the Print and Finishing Booking Form which can be found on the Studio website at: <http://www.doubleredstudio.co.uk/page/25/terms-conditions-bookings>.

**Studio** refers to the Studio premises of The Original Double Red Ltd / Double Red Studios, Unit 4 Gateway Court, Dankerwood Road, South Hykeham, Lincoln, LN6 9UL.

**Us/We/Our** means The Original Double Red Ltd.

**Image** includes a digital image, digital scan, photograph, transparency, negative, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.

**Reproduction** includes any form of publication or copying of the whole or part of any image and whether or not altered by printing, photography, slide projection (whether or not to an audience), artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.

### PF2: Client brief:

The client shall give an accurate brief at all times, and in the printing of graphics shall ensure that Double Red is notified of any specific pantones, paper or other material requirements including paper types, laminates, longevity etc. If this information is not presented, Double Red reserves the right to print on the material and with the finish it deems suitable. In this event, no responsibility will be taken for the durability and life of the product.

### PF3: Colour interpretation:

Unless specifics are given, Double Red will interpret the files and colours to the best of their ability and will not be liable for discrepancies in colour or finishes.

### PF4: File Specification:

The client should ensure that any files supplied for printing are of the required specification for the finished output. We will be pleased to advise the type, size and specification of files that should be supplied. Once we have received the files, it is assumed that they are ready for final output, and will be printed as such. If any prints are not to spec, reprints will be charged at normal rates.

### PF5: Print Ready:

All files supplied should be 'Print Ready'. If Double Red has to make any amendments to the files this will be chargeable at our studio design rates. If you require any advice regarding the definition of 'print ready' please call our studio on: +44 (0)1522 693278.

### PF6: Rights:

In submitting a file / image for output or manipulation of any description, it is the sole responsibility of the client that any rights including but not limited to copyright, model releases etc have been acquired in order for them to reproduce or manipulate said image. Double Red accepts no responsibility in ensuring that all necessary rights have been negotiated for files that are reproduced.

### PF7: Applicable Law:

The Terms and Conditions outlined in this Agreement shall be governed by the laws of England & Wales.

If you have any queries or would like to make a provisional booking, please contact the Double Red Studio by email at: [pix@doublered.co.uk](mailto:pix@doublered.co.uk) or tel: +44 (0)1522 693278.

Double Red expressly prohibits any third party links to any of their web-sites other than the home page without express prior permission.

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