BUSINESS CLIENTS

Terms & Conditions

Terms for business, corporate and event photography. Version 1.0, October 2026.

These terms apply to photography booked by businesses and organisations. Your quote or booking confirmation sets out the details of your shoot – date, times, location, fee and delivery date – and these terms apply alongside it. If anything in your quote differs from these terms, the quote takes priority.

Booking for yourself, your family or a private celebration? Please see my terms for personal clients.

1. Who's who

- **"I" / "the photographer"** – Kate Mallender, trading as Kate Mallender Photography, Stamford Bridge, York.
- **"You" / "the client"** – the business or organisation named on the quote, including its subsidiaries and group brands.
- **"Images"** – the final edited photographs I select and deliver from your shoot.

2. Booking and payment

- Your date is reserved once you confirm the booking in writing (email is fine) and, if your quote asks for one, a booking fee is paid.
- The balance is due within 14 days of the invoice date unless your quote says otherwise.
- Late payments may incur interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- Extra time on the day is charged at £80 per hour or part hour. Travel outside 20 miles of York is charged at 45p per mile, plus parking and any accommodation at cost.

3. Before and on the day

- Please send a brief, and a shot list if you have one, at least five working days before the shoot, and give me a named contact for the day.
- You are responsible for getting the venue's permission for photography, and for any venue fees or restrictions.
- Please let staff, guests and attendees know that photography will take place and that images may be used for marketing (for example in invitations or on signage), and point out anyone who doesn't want to be photographed.
- If you plan to use identifiable people in advertising, you are responsible for getting their consent. I can collect signed model releases on the day if you ask in advance.
- You are responsible for having the right to show any third-party logos, artwork or products that appear in the images.

4. Delivery

- You'll receive a professionally edited selection of high-resolution JPEG images through a private online gallery by the delivery date in your quote – usually within 48 hours.
- I deliver every usable image. Duplicates, test shots, near-identical frames and technically unusable shots (closed eyes, motion blur) are removed during editing.
- Standard editing covers colour, exposure, cropping, straightening and light skin retouching. Advanced retouching – such as removing objects, replacing backgrounds, composites or reshaping faces or bodies – is charged at £50 per hour.
- RAW (unedited) files are not supplied.
- Your gallery stays online for 90 days. I keep a backup of delivered images for 12 months, so please download and store your own copies.

5. Copyright and how you can use the images

Under the Copyright, Designs and Patents Act 1988, I own the copyright in the images unless I assign it to you in writing. Once your invoice is paid in full, I grant you a **perpetual, worldwide, irrevocable, royalty-free licence** to use the images in any media, now or in future, including:

- all of your brands, subsidiaries and group companies
- websites, social media, email and digital marketing
- print, brochures, reports, signage and point of sale
- press, PR and paid advertising in any medium
- internal communications and presentations

There is **no time limit and no further fee** for any of these uses. You may share the images with your agencies, printers, media partners and the press to promote your organisation, and you may crop, resize and add text, logos or graphics.

The licence is non-exclusive unless your quote says otherwise. An exclusive licence, or a full assignment of copyright, is available for an additional fee, as quoted. My own use of the images (section 7) continues in either case.

6. What the licence doesn't allow

Without my written permission, please don't:

- sell, sub-license or supply the images to other businesses as stock photography or for their own use;
- register the images, or any part of them, as a trademark or logo;
- use the images in a way that is defamatory or misleading, or that links identifiable people to sensitive subjects (such as health or politics) without their consent;
- use the images to train AI models, or use AI tools to change the appearance of identifiable people.

7. Photo credits and my own use

- A credit is **not required**. Where one is easy to add – in press articles or social posts, for example – "Photo: Kate Mallender Photography" or a tag to @katemallenderphotography is always appreciated.
- I may show a selection of images in my portfolio, on my website and social media, and in awards entries. I won't publish anything before you have, and I won't use anything you tell me is confidential or commercially sensitive.
- If you would like particular images, people or details left out of my own use, just tell me.

8. Cancelling or moving your booking

- If you cancel more than 4 weeks before the shoot, any booking fee is kept and nothing more is due. Between 1 and 4 weeks before, 50% of the fee is due. Less than 7 days before, the full fee is due.
- You can move your date once free of charge if you tell me at least 14 days in advance, subject to my availability.
- If I can't attend because of illness or an emergency, I will do everything I can to provide an experienced replacement photographer. If that isn't possible, you'll get a full refund of everything you have paid.

9. Liability and insurance

- I hold public liability and professional indemnity insurance. Certificates are available on request.
- If equipment failure, data loss or similar problems mean I can't deliver some or all of the images, my total liability is limited to a refund of the fee you have paid.
- Neither of us is liable for delays or failures caused by events beyond our reasonable control, such as severe weather, venue closure or transport disruption.
- Nothing in these terms limits liability for death or personal injury caused by negligence, or for fraud.

10. Personal data

We will both comply with UK data protection law for any personal information in the images. My privacy notice explains how I store and look after it.

11. General

- Your quote and these terms make up the whole agreement between us. Any changes must be agreed in writing – email is fine.
- Your booking is covered by the version of these terms that was current when you booked.
- These terms are governed by the law of England and Wales.

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