



## **TERMS AND CONDITIONS OF BUSINESS SIMON E. BROWN T/A 'SHARPEN YOUR IMAGE'**

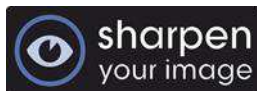
### **PERSONAL INJURY AND MEDICO-LEGAL PHOTOGRAPHY AND VIDEO RECORDINGS**

#### **1. General**

- 1.1 These Terms and Conditions apply to the personal injury and medico-legal photography and video recording service offered by Sharpen Your Image. This document is available for download from the Sharpen Your Image web site at [www.sharpenyourimage.co.uk](http://www.sharpenyourimage.co.uk). Confirmation of instructions for our services will constitute acceptance of these Terms and Conditions
- 1.2 The photography and video recording service offered by Sharpen Your Image is managed by Simon Brown, using associates as necessary. We may, as your agent, directly or through an intermediary ask another photographer ('Third Party Contractor') to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor and will only use a suitably qualified and experienced individual working either freelance or within a suitable place of work. Medical photographers selected will be Registered Medical Illustration Practitioners and listed on the Register of the Committee for the Accreditation of Medical Illustration Practitioners ([www.camip.org.uk](http://www.camip.org.uk)).

#### **2. Fees and payment terms**

- 2.1 The prices for the supply of images, goods and services are set out on the Sharpen Your Image web site: [www.sharpenyourimage.co.uk](http://www.sharpenyourimage.co.uk). We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered.
- 2.2 Unless agreed otherwise, the fees for the images, goods or services shall be payable no later than thirty days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of these Terms and Conditions. Failure to pay within the period specified shall entitle us to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force in accordance with HM Government's Late Commercial Payments advice: see <https://www.gov.uk/late-commercial-payments-interest-debt-recovery>.
- 2.3 Simon Brown T/A Sharpen Your Image is not currently registered for Value Added Tax (VAT), so the price of the images, goods and services is not subject to Value Added Tax.



### **3. Performance and process**

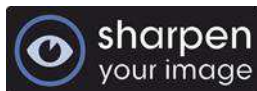
- 3.1 On receipt of your instructions, we will proceed to contact the client(s) or their parent, guardian or Litigation Friend as appropriate to arrange for the photography or video recording to take place. This will be confirmed as soon as is practical for all parties and we will aim to keep you informed of progress and dates as appropriate.
- 3.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what, if any, work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 3.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.
- 3.4 Once the work is complete, we aim to deliver completed photographs to you within five working days of the appointment and completed video recordings within twenty working days of the appointment.

### **4. Risk**

- 4.1 As soon as we have delivered the images, goods or services, you will be responsible for them and we will not be liable for their loss or destruction. If you delay a delivery of the images, goods or services to you, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.
- 4.2 All images and video recordings are kept securely for a period of five years from the date of instruction. After that period of time they will be securely and permanently deleted.

### **5. Delivery**

We will deliver the images, goods or services at or to the address you specify for delivery in your order. We cannot accept any liability for any loss or damage once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.



## **6. Copyright and ownership of the Goods**

Copyright remains with the photographer. In the case of a sub-contracted photographer, copyright is held by Simon Brown T/A Sharpen Your Image. You will only own the rights to use the images, goods or services once they have been successfully delivered and when we have received cleared payment in full. Images, goods or services supplied are not for resale, nor may they be re-used or re-purposed without agreement for further fees and licensing.

## **7. Warranty**

We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to standards and practices commensurate of Registered Medical Illustration Practitioners.

## **8. Cancellation**

If you need to cancel instructions which have already been given to us, you must let us know as soon as practical. No further work on those instructions will be undertaken and we reserve the right to invoice you for any direct costs already incurred at that point and a reasonable fee to cover work already undertaken.

## **9. Liability**

- 9.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of these Terms and Conditions.
- 9.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 9.3 In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.

## **10. Customer Services**

- 10.1 Please read these conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please contact Simon Brown directly by email, telephone or via the Contact form on the Sharpen Your Image web site at [www.sharpenyourimage.co.uk](http://www.sharpenyourimage.co.uk).
- 10.2 If you are unhappy with any aspect of our service, please contact Simon Brown directly by email, telephone or via the Contact form on the Sharpen Your Image web site at [www.sharpenyourimage.co.uk](http://www.sharpenyourimage.co.uk). That site also shows the email and contact telephone numbers. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.



## **11. Changes to Terms and Conditions of Business**

We reserve the right to make minor changes to this Agreement from time to time. The most recent document will be available on the Sharpen Your Image web site at [www.sharpenyourimage.co.uk](http://www.sharpenyourimage.co.uk) and will show the date of the last update.

*Last update August 2016*