TERMS OF BUSINESS · VERSION 2026.11 · EFFECTIVE 23 NOVEMBER 2026

Standard terms & conditions of business of Simon Hyde Limited, trading as Simon Hyde Photography and Film

Based on the Association of Photographers' standard terms (England & Wales, 2026 edition), adapted for Simon Hyde Limited. These terms, together with the Estimate and the Licence to Use, form the contract for every commission. Plain-English guide: How licensing works.

Simon Hyde Limited, trading as Simon Hyde Photography and Film. Registered in England and Wales, company no. 14312313. VAT no. GB483641669. Registered office: C/O Wainwrights Accountants Faversham House, Old Hall Road, Bromborough, Wirral, United Kingdom, CH62 3NX. Studio: 90 Rose Place, Liverpool L3 3BN.

1. APPLICATION OF TERMS

1.1 These terms and conditions will:

1.1.1 apply to all Assignments undertaken by the Company for the Client and to all Usage Licences or extended and/or additional Usage Licences relating to such Assignments; and

1.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in Client's purchase order, confirmation of order, acceptance of Estimate, or specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing.

2. DEFINITIONS

"Photographer" means the individual photographer who creates the Material for an Assignment, whether Simon Hyde or another photographer engaged by the Company and named in the Estimate or on the delivered files. The Photographer is the author and first owner of the copyright in the Material they create.

"Company" means Simon Hyde Limited (company no. 14312313), trading as Simon Hyde Photography and Film, which contracts with the Client for the Assignment and grants Usage Licences as the Photographer's authorised licensee. References to the Photographer's rights to grant, extend, revoke or charge for licences include the Company acting on the Photographer's behalf.

"Assignment" means a commission by the Client of the Company for provision of Photographer's services at a shoot for the purpose of creating the Material.

“Advertiser” means any client of the Client for whose benefit or use the Material is commissioned.

“Client” is the party commissioning the Company and includes the Client’s affiliates, assignees, and successors in title.

“Estimate” means any email or other document electronic or otherwise created by the Company and setting out the Fee and expenses for any Assignment along with information as to Usage Licences.

“Fee” means the Company’s fees as set out in the Estimate.

“Licensed Images” means the still and/or moving images selected from the Material and as specified in the Estimate as to be licensed for use in accordance with these Terms.

“Material” means all photographic material created by the Photographer pursuant to an Assignment and includes but is not limited to transparencies, negatives, prints, digital files or any other type of physical or electronic material recording either still or moving images.

“Shoot Duration” means the number of confirmed days of a shoot whether undertaken consecutively or in separate parts and includes all shoot, travel, recce, preparation or test days.

“Usage Licence” means the licence to use the Licensed Images as set out in clause 3.3 and clause 9 below.

“Working Day” means a day that is not a Saturday or Sunday or any day that is a Bank Holiday in England and Wales.

"B.U.R" means Base Usage Rate and is the figure by reference to which additional usage fees to the usage fees stated on the Company's original Estimate as accepted by the Client are established.

3. ESTIMATES

3.1 Estimates provided by the Company are based upon the information provided by the Client in advance of preparing the Estimate.

3.2 Changes to the requirements for an Assignment before or during a shoot may increase the Fee and expenses.

3.3 Estimates shall specify the number and characteristics of Licensed Images which the Client shall be entitled to use and the media and territories in and durations for which they may be used and these shall be the terms of the Usage Licence unless otherwise agreed in writing. The

Client is responsible for checking the Estimate to ensure that it provides for all requirements including but not limited to post-production, high resolution files, the correct usage licences and all technical specifications for the Licensed Images.

3.4 Unless otherwise agreed in writing the Client’s agreement of shoot date(s) shall be deemed to be acceptance of the Estimate.

3.5 If no B.U.R. has been stated, it will be equivalent to the Company's day shoot fee.

4. CONDUCT OF THE SHOOT

4.1 The shoot will be arranged on date(s) mutually agreed between the Parties.

4.2 During the shoot the Photographer will take account of the Client’s reasonable instructions in respect of the shoot brief.

4.3 If the Client is not present during the shoot then the Photographer’s interpretation of the brief shall be deemed acceptable to Client.

5. OVERTIME AND ANTISOCIAL HOURS

5.1 A normal day is up to 9 hours (including 1 hour for lunch) between 9am and 6pm on any Working Day.

5.2 Any hours worked outside a normal day (“Antisocial Hours”) will incur additional overtime fees for the Photographer, crew and facilities. These will be agreed between the Parties.

5.3 Additional fees for crew, facilities and any other third parties required to work Antisocial Hours shall be as set out in their standard terms or otherwise negotiated.

6. CANCELLATION OF SHOOT

6.1 If a confirmed shoot is cancelled or postponed for reasons outside the control of the Company (including unsuitable weather / light), the Company reserves the right to charge a cancellation fee at the following rates together with all incurred expenses:

On a Shoot Duration of two days or less:

6.1.1 cancellation on less than 3 Working Days’ notice, 100% of Fee + all expenses; or

6.1.2 on 3 to 6 Working Days’ notice, 75% of Fee + all expenses; or

6.1.3 on more than 6 Working Days’ notice, 50% of Fee + all expenses.

On a Shoot Duration in excess of 2 days and on notice equivalent to:

6.1.4 the Shoot Duration or less,100% of Fee + all expenses; or

6.1.5 more than the Shoot Duration but not more than twice the Shoot Duration, 75% of Fee + all expenses; or

6.1.6 more than twice the Shoot Duration, 25% of Fee + all expenses.

7. ACCEPTANCE & DELIVERY

7.1 Following completion of the shoot the Company will deliver the Material to the Client as soon as reasonably practicable and in the agreed format to enable the Client to select the Licensed Images.

7.2 Subject to any previously agreed deadlines for post-production work, the Photographer shall carry out such work as may be required as soon as reasonably practicable but does not guarantee urgent turnaround unless expressly agreed in writing. Where agreed in writing before the shoot, the Photographer will deliver edited selects within 24 hours of the end of the shoot for a rush charge of 25% of the Fee.

7.3 The Client acknowledges that the Material is, by its nature, artistic and subjective. The Client further acknowledges that the Photographer shall exercise their own artistic judgment in the creation, selection, and editing of the Material. Accordingly, save in the case of a breach by the Photographer of the express terms of these Terms and Conditions of Business, the Client shall not be entitled to reject, withhold approval of, or demand resupply or modification of the Material, whether on the basis of style, composition, aesthetic preference, or any other subjective consideration.

7.4 Save only to the extent that the Material demonstrably fails to conform to an express specification or warranty set out elsewhere in these Terms, the Client shall have no right to:

7.4.1 reject the Material (in whole or in part);

7.4.2 withhold, delay or reduce payment; or

7.4.3 require a reshoot, resupply or further editing, whether on the grounds of style, composition, aesthetic preference, perceived lack of “satisfaction”, or any other subjective grounds.

8. STORAGE OF MATERIAL

8.1 The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Material supplied for the duration of the Usage Licence. The Company will not be responsible for archiving any Material unless by prior written agreement with the Client.

8.2 Save for the purposes of the Usage Licence including clause 8.1 above the Material may not be stored in any electronic medium or transmitted to any third party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of the Company.

8.3 Upon publication of the Licensed Images or any of them and on the Company's request the Client shall supply to the Company free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Images in the context in which they are published.

9. COPYRIGHT & USAGE LICENCES

9.1 The entire copyright and all similar rights throughout the world in all the Material and ownership of all physical materials created by or for the Photographer shall vest in and be retained by the Photographer at all times.

9.2 The Client is responsible for informing the Advertiser of the extent and limitations of all Usage Licences.

9.3 Upon payment in full of both the Fee and expenses for an Assignment the Photographer grants to the Client the right to use the Licensed Images on the express terms of the Usage Licence. No use may be made before payment in full without the Photographer's express agreement in writing.

9.4 Provided that the Client has paid in full all invoices relating to the Assignment the period of use specified in the Usage Licence commences from the date of first use or 6 months after the shoot date, whichever is sooner (unless otherwise agreed in writing).

9.5 Usage of the Licensed Images is limited to use of such images as provided by the Photographer and the Client shall not manipulate any Licensed Photograph or make use of only part of any individual image without the prior written permission of the Photographer.

9.6 The Client may only sub-license the right to use the Licensed Images to the disclosed Advertiser as agreed and strictly on the terms of the Usage Licence.

9.7 Neither the Client nor the Advertiser may use the Licensed Images in relation to any additional products or services not specified in the Usage Licence.

9.8 Any licence to use the Licensed Images shall automatically be revoked if payment in full of both the Fee and expenses for an Assignment is not received by the due date specified in the relevant invoices or if the Client or Advertiser becomes insolvent or is put into receivership or is subject to any of the matters set out in clause 20.1.2 below.

10. ADDITIONAL/EXTENDED USAGE

10.1 The Fee is based on the Usage Licence as specified in the Estimate. Any additional or extended use (including for the avoidance of doubt the use of individual still frames from licensed moving image footage) will attract an additional fee which must be agreed by the Company in advance.

10.2 Any estimates of additional or extended usage licence fees provided to the Client are valid for a period of three months from the date of the estimate only (unless otherwise notified in writing).

10.3 The Client acknowledges that such estimates do not include provision for any third-party rights which are the responsibility of the Client pursuant to clause 12 below.

10.4 The Client shall procure that the Advertiser requests any necessary extended or additional usage licence(s).

10.5 Any extended or additional use made without permission shall attract an additional fee.

11. EXCLUSIVITY

11.1 All Usage Licences granted by the Photographer to the Client shall be exclusive to the Advertiser and the Client unless otherwise agreed in writing.

11.2 Subject to clause 11.4, the Photographer undertakes not until 2 years after the shoot or the expiry of the Usage Licence(s) (whichever is later) to grant any other licence in respect of the Material to any third party.

11.3 After expiry of the exclusivity period the Photographer shall make such use of the Material including the Licensed Images as he/she sees fit.

11.4 Nothing in this clause 11 shall prevent the Photographer or the Company at any time from using the Material, whether commercial, test or speculative (images shot for presentation/pitch/awards), in any form and in any manner worldwide for the purpose of promoting their respective services (including on the Company's website and social media channels and in award entries), provided that in the case of unpublished Material the Photographer or the Company shall first obtain the Client's consent, such consent not to be unreasonably withheld. The Photographer and the Company each reserve the right to use the Material for this purpose whether or not in the context of the Advertiser's advertisement or other material in which the Material is incorporated, including without limitation the Advertiser's branding.

12. THIRD PARTY RIGHTS

12.1 Engagements of third-party suppliers, including models, are subject to such terms and conditions as those parties may require which shall be made available by the Company on request.

12.2 Estimated model fees cover modelling time only and the Client shall be responsible for clearing model usage unless otherwise stated on the Estimate.

12.3 Items created specifically for the shoot shall remain the property of their creator unless agreed otherwise.

12.4 The Company shall not be responsible for obtaining any clearances in respect of third-party copyright works, trademarks, designs or other intellectual property used in relation to the Assignment or any Usage Licence or extension thereof unless expressly agreed in writing prior to the shoot.

13. CREDITS

13.1 In respect of all editorial uses and otherwise as additionally stated in the Estimate the Client shall procure that the Photographer's name is printed on or in reasonable proximity to all published reproductions of the Licensed Images.

14. PAYMENTS

14.1 All expenses and production costs must be paid in advance of the shoot unless otherwise agreed in writing and such invoices are due on presentation.

14.2 All other invoices must be paid within 30 days of the date of issue. The Company reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.

14.3 If there is a delay of one month or more between agreed pre-production work and the shoot, the Company reserves the right to invoice the Client for the pre-production element of the Fee and for any expenses already incurred by the Company.

14.4 Usage Licence and any third-party fees negotiated by the Company are payable regardless of whether Licensed Images are in fact used by the Client or the Advertiser.

14.5 All payments are due in pounds sterling unless expressly stated otherwise.

15. EXPENSES

15.1 All expenses figures provided in advance of a shoot are estimates only and the Client should allow a minimum 10% contingency budget in all cases. All estimated costs are stated exclusive of VAT. Expenses are charged at cost plus a 10% handling fee, unless the Estimate states otherwise.

15.2 The Company will endeavour to work within the agreed cost estimate, but individual costs within the Estimate may vary at its discretion to enable the most effective realisation of the brief.

15.3 Receipts for expenses can only be provided if requested prior to shoot confirmation. Provision of receipts will incur an accountancy charge of 1.5% of total costs and fees incurred in respect of the Assignment subject to a minimum charge of £250 and a maximum of £600.

15.4 Where extra expenses or time are incurred by the Company as a result of alterations to the original brief by the Client, or otherwise at its request, the Client shall be liable to pay such extra expenses and additional fees at the Company's normal rate.

15.5 Mileage is charged at 50p per mile beyond the first 35 miles from Liverpool, measured one way and charged for each direction of travel, unless the Estimate states otherwise.

16. RETURN OF MATERIALS

16.1 Within 30 days of expiry of any Usage Licence the Material must be returned to the Company in good condition and any digital files stored by the Client and the Advertiser must be deleted.

17. INDEMNITY

17.1 The Client shall indemnify the Company and the Photographer and keep them and their respective officers and employees indemnified on a continuing basis against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by the Client to obtain third party clearances or arising out of use of the Material by the Client or the Advertiser outside of the Usage Licence or otherwise as a result of any breach by the Client or the Advertiser of these terms.

18. EXTENT OF LIABILITY

18.1 Neither the Company nor the Photographer shall be liable to the Client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the

negligence of the Company, the Photographer, or their employees, agents or sub-contractors or otherwise) which arise out of or in connection with the shoot.

18.2 The maximum aggregate liability of the Company and the Photographer together for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these Terms shall in any event be limited to the total amount of the fees paid to the Company in relation to the relevant Assignment.

18.3 Notwithstanding the above, nothing in these terms excludes or limits the liability of the Company or the Photographer for death or personal injury caused by their negligence or that of their employees, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.

18.4 The Company hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

19. CONFIDENTIALITY

19.1 The Company and the Photographer will keep confidential 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 Assignment, save as may be reasonably necessary to enable them to carry out their obligations in relation to the Assignment.

19.2 It shall be the sole responsibility of the Client to arrange for any third party involved in the Assignment to enter into any confidentiality agreement.

19.3 Neither the Company nor the Photographer will be liable for any breach of confidentiality by any third party.

20. TERMINATION

20.1 Either party will be entitled to terminate these Terms immediately by giving written notice to the other if the other party:

> 20.1.1 Commits a material breach of these Terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or
>
> 20.1.2 is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party’s assets are the subject of any form of seizure, or the other party goes into liquidation

either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over the other party's assets.

21. EFFECTS OF TERMINATION

21.1 On termination or expiry of these Terms for whatever reason:

21.1.1 The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.

21.1.2 The provisions of Clauses 2, 3.3, 8, 9, 10, 11, 12, 13, 16, 17, 18 and 19 shall survive expiry or termination.

21.2 Any termination and/or suspension of these Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

22. FORCE MAJEURE

22.1 Neither the Company nor the Photographer shall be liable for any failure or delay in the performance of any of such party's obligations under these Terms caused by any circumstances beyond such party's reasonable control.

23. ARTIFICIAL INTELLIGENCE

23.1 No rights other than those expressly specified in the Licence to Use are granted.

23.2 For the avoidance of doubt, the Photographer reserves the rights, and the Client or Advertiser has no rights to, reproduce and/or otherwise use the Licensed Images or Material in any manner for purposes of training machine learning or other commonly known as artificial intelligence technologies to generate imagery or other output types, including without limitation, technologies that are capable of generating works in the same style or genre as the Licensed Images and/or Material, unless the Client or Advertiser obtains the Photographer's specific and express permission to do so.

23.3 Nor does the Client and/or Advertiser have the right to sub-licence others to reproduce and/or otherwise use the Licensed Images and/or Material in any manner for purposes of training artificial intelligence technologies to generate imagery or other output types without the Photographer's specific and express permission.

24. GENERAL

24.1 Waiver: No delay or omission by a party in exercising any right or remedy under these Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.

24.2 Assignment/Sub-contracting: Neither party shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of its rights and obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

24.3 Notices: Any notice under these Terms shall be duly given if: (a) delivered personally; or (b) sent by pre-paid post, in which case it shall be deemed to have been received 48 hours after posting; or (c) sent by email, in which case it shall be deemed to have been received when transmitted, or, if this falls outside business hours in the place of receipt, when business hours resume.

24.4 Entire Agreement and Variation: These Terms and the Estimate constitute the entire agreement between the parties with respect to their subject matter. No variation or modification of these Terms and the Estimate shall be effective unless in writing and signed by both Parties; any such variation shall be incorporated into these Terms and the Estimate as of the date of the last signature.

24.5 Severability: If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.

24.6 Relationship: Nothing in these Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.

24.7 Third Party Rights: The provisions of these Terms are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

24.8 Law and Jurisdiction: These Terms are governed by the laws of England & Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.

Version history

2026.11 (23 Nov 2026): rush delivery, expenses at cost plus 10%, mileage, and company details.
2026.10 (5 Oct 2026) — Company / Photographer split: Simon Hyde Limited contracts and licenses; the individual photographer retains copyright. Adopted AOP 2026 clauses 7.2–7.4 and 24.4. Clause 11.4 self-promotion extended to the Company.
2026.06 — AOP 2016–2019 template, as published at launch.

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