



Project THIS NG
TABLETOP HUB INCUBATOR SPACE

Providing quality
expertise and Site room
hire for The Tabletop
Industry, gamers and
Start-Up Gaming

ProjectTHISNG

Photography

Professional Services & Facilities

Site Terms, policy and Conditions

These terms and conditions govern your use of our website and our services when in use at venues and off site as applicable.

Please read the full [Privacy Policy and other relevant terms](https://www.projectthisng.org.uk/about/) (<https://www.projectthisng.org.uk/about/>) in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms.

We do occasionally update these terms so please refer back to them in the future.

We will be happy to answer any questions or concerns you may have in relation to these T&Cs at any time.

Definitions

Booking Form

A booking form signed by you further detailing the Photo and Video Services.

Session Fee

A non refundable fee taken for our Photo and Video Services in relation to product photography.

Photo

Any photograph, transparency, negative, design, artwork, painting, engraving, digital image file or any other item which may be offered for the purpose of reproduction taken by ProjectTHISNG (or other such photographer who we shall choose in consultation with you).

Photo and Video Services

The event or series of events during which we shall provide photographic services to you i.e. for a Gaming this shall be the Gaming Day or for a product this shall be the day of taking the product(s).

Reproduction

Any form of publication or copying of the whole or part of any Photo whether altered or not and whether by printing, photography, slide projection (whether to an audience or not), xerography, digital, electronic or mechanical reproduction or storage, or for any use as artist's reference or illustration, or in a layout or presentation.

Photographer

Gary Powell, shall be identified as trading as ProjectTHISNG,; However ProjectTHISNG may also use others as their photographic representatives(the "Photographer") (I, Us, We).

Ownership and Copyright

All copyright to all graphics, images, logos, data, databases and html code contained in this website belongs to along with all other in the Photos shall be retained by Gary Powell, trading as ProjectTHISNG (the "Photographer"). The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

Some of the content on this website may not be appropriate for young children, or those of a sensitive disposition. ProjectTHISNG may collect and store personal identifiable information about the persons or companies who visit this website.

VISITOR CONDUCT

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy. Unless you advise to the contrary (we) will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

1. When using this website you shall not post or send from this Website any material:
 - a. For which you have not obtained all necessary consents;
 - b. That is discriminatory, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
 - c. Which is harmful in nature including, and without limitation, computer viruses, malware, Trojan horses, corrupted data, fraudulent data, or other potentially harmful software or data.
2. We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Trademarks, Copyright or applicable law.

Pricing

The prices on the website may be out of date. We reserve the right to adjust prices at any time without prior notice. All prices are in Pound sterling (£). The correct price for the Photo and Video Services shall be stated on the Booking Form.

Booking Fees and Balance

Any time in addition to that on the Booking Form shall be chargeable at £ [price agreed in contractual agreement] per hour or contractual Job (subject to changes in fees).

Gaming Events Professional Service

A Percentage of the full costs (*Insurance Requirement*) required. Once this has cleared your Photo and Video Services will be reserved. All deposits are non-refundable once paid. The outstanding balance of payment must be settled within the terms of the contractual agreement.

Product(s)

A Session Fee will be taken on the first day of the Photo and Video Services. This Session Fee is non-refundable. The balance is payable on the terms of the contractual agreement.

Events(s)

An Events Fee will be taken on the first day of the Photo and Video Services. This Event Fee is non-refundable. The balance is payable on delivery of the finished photos. Promotional product advertisement may be used to distribute marketing materials or gather customer information for future promotions. Attire and expected interactions vary depend on the nature of the show and on the image the company would like to portray, and/or a specialised wardrobe that is particular to the company, product, or service represented.

Payment

Payment can be made by the following methods:

- Cash
- Cheque - Payable to Gary Powell.
- Paypal
- Electronic Means
- Bank Transfer

By placing an order with us you confirm that the credit or debit card being used is your own, or is being used with the full authorisation of the card holder.

You confirm that the credit or debit card being used is yours. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment to us, we will not be able to process your order, or be held liable for any delay or non delivery of the product(s) as a result.

Where extra expenses or time are incurred by the photographer as a result of alterations to the original brief by the client, the client shall give approval to and be liable to pay such extra expenses or fees at the photographer's normal rate in addition to the expenses agreed or estimated.

REFUSAL OF TRANSACTION

We reserve the right to remove any product(s) from this site at any time. We may refuse to process any transaction for any reason or refuse service to you at our sole discretion.

Privacy

This (abridged policy, for full policy see link below) information may include, but is not limited to, personal details including your name, address, telephone number, fax number, CV, profile, digital profile, Social Media profile, URL, domain name, I.P. address, browser preferences, company name, job title or email address. ProjectTHISNG may use this information to contact you or your company about it's products and services from time to time, but always within accordance of our no Spam Policy as defined in the Privacy Policy.

ProjectTHISNG may also collect and store information about users who visit this website to improve the website, improve user interaction based on the information collected.

ProjectTHISNG does not trade, sell, rent or pass on any information about the users of this website to any third parties for marketing purposes without your express consent.

You may ask ProjectTHISNG to delete any information about you or your company and cease any further contact with you at any time by contacting ProjectTHISNG by phone, letter or email.

For more information on our privacy fundamentals see our privacy policy.

Your Obligations

You agree to cooperate with us in all matters relating to the Photo and Video Services and to supply us with all information reasonably requested by us in order for us to carry out the Photo and Video Services.

Where the use of models are of use, then the clients shall ensure that the model is treated with respect and professionalism and that the client takes all steps necessary to ensure that the safety, health and well being of the model is protected and maintained at all times whilst providing services to the client. Such steps shall include without limitation:

We also remind you that ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations, codes and laws.

It's the client's responsibility to ensure that all the necessary clearances have been obtained to allow the photographs to be taken without hindrance or infringements of trademarks or copyrights. It is the client's responsibility to gain written parental permission when persons under the age of sixteen years are to be photographed. Permission is also necessary to allow identification and publication of photographs of children. The photographer accepts no liability for non-supply of pictures if parental permission has not been granted.

Our Obligations

We will use reasonable endeavours to supply the Photo and Video Services as detailed in the Booking Form in a professional manner (time not being of the essence in respect of any of our obligations).

Force Majeure

We shall have no liability to you under this Agreement if we are prevented from carrying out the Photo and Video Services by:

The client/s, model, subject, object or merchandise, Cos-player, Play-tester, gamer/s Gaming party not being on time and/or the event, the location, outside, or the place of the Gaming, event, social, project, location, etc having photography restrictions;

Any inhibiting background, location, or additional arrangements with other photographers;
and/or

Any acts, events, omissions or accidents beyond our reasonable control, including strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, inclement weather or default of suppliers or subcontractors.

In the event of incapacitating illness or injury to the Photographer we shall have the option, whenever possible, to mutually agree with you a replacement photographer to carry out the Photo and Video Services. If we cannot agree a replacement then we shall refund to you any fee paid in relation to the interrupted Photo and Video Services in full (subject to our limitation on liabilities, as stated)

Liability

Our entire liability for any breach of this Agreement or any representation, act or omission (including negligence) shall be limited to our fee in relation to the Photo and Video Services and we shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

The limitation on liability shall also apply in the event that Photos are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged where the Photographer is not liable.

Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from negligence; or any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

Cancellation

If a cancellation occurs within x days (See Contract) of the date of the Gaming, payment will be expected in full to cover costs actually incurred by the Photographer in preparation of the Photo and Video Services.

Advertising and Promotion

We reserve the right to use all images for advertising purposes (including website based advertising, leaflets, brochures, postcards, galleries and competitions).

General

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

DISCLAIMER

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

No variation or agreed termination of this Agreement or of any document referred to in it shall be effective unless it is in writing.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

EXCLUSION OF LIABILITY

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) misrepresentation; as to a fundamental matter; or (iii) fraud, (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

GOVERNING JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by this Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.