



Beverley Thomas BA (Hons), MA

Wedding | Property | Commercial Photography

PROPERTY PHOTOGRAPHY

TERMS & CONDITIONS

Last updated: September 2026

These Terms & Conditions apply to property photography and related services supplied by Beverley Thomas trading as Beverley Thomas Photography (the "Photographer"). The person or organisation commissioning the services is the "Client". They should be read together with the relevant quotation, booking confirmation or agreed client rate.

1. Bookings & Confirmation

A booking is subject to acceptance by the Photographer. The date, property address, services required and any agreed charges will be confirmed before attendance where reasonably practicable.

The Client is responsible for supplying accurate booking information and for notifying the Photographer promptly of material changes to the appointment or required services.

2. Property Access & Client Responsibilities

The Client is responsible for arranging lawful and safe access to the property and for ensuring that the owner, landlord, tenant, occupier, agent or other relevant person has been informed of the appointment where necessary.

The Client must provide any access instructions, keys, codes, parking information, restrictions or other information reasonably required for the assignment. The Photographer is entitled to rely on the Client's confirmation that appropriate authority to enter and photograph the property has been obtained.

3. Property Preparation

The property should be reasonably clean, tidy and ready to photograph at the agreed appointment time. Unless specifically agreed as part of the service, the Photographer is not responsible for cleaning, extensive furniture moving, gardening, staging or removal of personal belongings.

The Photographer may make small adjustments where practical to improve presentation, but responsibility for the condition and presentation of the property remains with the Client, owner or occupier.

4. Photography, Video, Drone & Floor Plans

The precise services supplied will be those stated in the quotation, booking confirmation or agreed client arrangement and may include still photography, video, aerial/drone photography, floor plans or other property-marketing media.

Drone work is always subject to weather, airspace restrictions, site safety, legal requirements and the Photographer's professional judgement. Aerial work cannot therefore be guaranteed on every appointment.

Floor plans, where supplied, are intended for property-marketing and illustrative purposes unless expressly agreed otherwise. They should not be relied upon as architectural, structural or measured survey drawings.

5. Health, Safety & Right to Decline

The Photographer will take reasonable care while working at a property and will comply with applicable health and safety requirements.

The Photographer may decline to enter or photograph any area considered unsafe, unlawful, inaccessible or likely to create an unreasonable risk to people, animals or equipment. This may include unsafe structures, aggressive animals, hazardous materials, dangerous access, severe weather or other unsafe conditions.

6. Travel & Mileage

Travel charges, where applicable, will be stated in the quotation, booking confirmation or agreed client rate. Additional travel requested after confirmation may be charged separately where agreed.

7. Cancellation, Rescheduling & Failed Access

If the Client needs to cancel or rearrange an appointment, reasonable notice should be given as soon as possible.

Where the Photographer attends at the agreed time but cannot gain access, or the assignment cannot reasonably proceed because access or required permission has not been arranged, a failed-access or cancellation charge of up to 50% of the booked service may be charged, together with any non-recoverable travel or other agreed expenses.

No charge will be made where cancellation or failure to attend is caused by the Photographer, except that the Photographer will not be responsible for circumstances outside reasonable control as described below.

8. Editing & Delivery

Images and other deliverables will be professionally selected and edited in the Photographer's established style. The Photographer retains creative discretion over composition, selection, editing and the final number of images supplied.

Delivery method and expected turnaround will be confirmed or follow the Client's agreed service arrangement. Any next-business-day service applies to business days and may be affected by unusually large assignments, technical problems or circumstances outside reasonable control.

Unless otherwise agreed, files will be supplied electronically.

9. Corrections & Queries

The Client should inspect delivered work promptly and notify the Photographer of any genuine technical error, missing agreed deliverable or other concern within 5 working days where reasonably possible.

Where an error attributable to the Photographer can reasonably be corrected, the Photographer will normally be given an opportunity to correct it. Requests that change the original brief or require additional editing may be chargeable.

10. Fees, Invoicing & Payment

Fees are those stated in the quotation, booking confirmation, agreed client rate or invoice. Any additional charge will be discussed before additional services are undertaken where reasonably practicable.

Invoices are payable in accordance with the payment terms stated on the invoice. Where applicable, preview or watermarked files may be supplied before payment, with final files or full licensed usage becoming available after payment.

No usage licence is granted beyond any preview or approval purpose until payment for the relevant assignment has been received in full, unless the Photographer has expressly agreed different credit terms in writing.

11. Copyright

Copyright and other intellectual property rights in photographs, video, graphics and other original creative material produced by the Photographer remain with Beverley Thomas Photography unless copyright is expressly assigned in writing.

Payment for photography purchases the agreed service and usage licence; it does not transfer copyright unless a separate written copyright assignment expressly says so.

12. Standard Property Marketing Licence

Once the relevant invoice has been paid in full, the Client is granted a non-exclusive licence to reproduce, display and distribute the supplied photographs and other agreed media for the purpose of marketing the specific property for sale, rent or lease.

This normally includes use on the Client's own website, property portals, listing brochures, window displays, social media and other advertising directly connected with that property's current listing.

Unless otherwise agreed in writing, the licence ends when the relevant listing purpose has concluded. The licence does not transfer copyright.

13. Third-Party Use

The Client may provide files to property portals, printers and other service providers only to the extent reasonably necessary to market the specific property under the licence above.

The licence does not permit an unrelated third party to acquire the photographs for its own advertising, portfolio, resale, stock library, editorial, commercial or other independent use. Photographs must not be sold, relicensed, gifted or transferred for unrelated use without prior written permission from Beverley Thomas Photography.

Developers, architects, interior designers, contractors, publications and other businesses wishing to use the work for their own purposes should contact Beverley Thomas Photography for an appropriate licence.

14. Portfolio & Promotional Use

Subject to applicable privacy, confidentiality and data protection obligations, the Photographer may wish to use suitable property photographs to demonstrate professional work, including on the Beverley Thomas Photography website, portfolio, social media, printed marketing or professional publications.

Where a property is confidential, subject to a specific restriction, or promotional use could reasonably disclose private information, the Client should advise the Photographer. Any separately agreed confidentiality or non-disclosure obligation will take precedence.

15. People, Personal Information & Privacy

The Client should tell the Photographer in advance if people are expected to appear in property photographs or if there are privacy, safeguarding or confidentiality concerns relevant to the assignment.

Where reasonably possible, property photographs will be created to market the property rather than to identify occupants. The Client should remove or conceal sensitive documents, family photographs, security information and other private material before the appointment if it should not appear in images.

Personal information will be handled in accordance with the Beverley Thomas Photography Privacy Notice and applicable UK data protection law.

16. Liability & Circumstances Beyond Reasonable Control

The Photographer will provide the services with reasonable care and skill. Nothing in these terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

The Photographer will not be responsible for failure or delay caused by circumstances outside reasonable control, which may include severe weather, illness, accident, transport disruption, equipment failure despite reasonable maintenance, power or internet failure, property access problems, legal or airspace restrictions, or other events that could not reasonably have been prevented.

Where a service cannot be completed, the Photographer will take reasonable steps to agree an appropriate solution, which may include rescheduling, correcting the affected work, supplying an alternative deliverable or refunding the affected service where appropriate.

For business Clients, and to the fullest extent permitted by law, the Photographer will not be liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity or loss arising from decisions made by third parties using the supplied material.

17. Termination & Licence Breach

A material breach of these terms may entitle the other party to terminate the affected agreement where the breach cannot be remedied or is not remedied within a reasonable period after notice.

Unauthorised use of photographs or other supplied media may result in termination of the relevant usage licence. Termination does not affect rights or obligations that arose before termination, including outstanding payment obligations and copyright ownership.

18. Governing Law

These Terms & Conditions and any related agreement are governed by the laws of England and Wales. The courts of England and Wales will have jurisdiction, subject to any mandatory rights that apply to a consumer.

19. General

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue to apply. A delay or failure to enforce a right does not amount to a waiver of that right.

Where a quotation, booking confirmation or separately negotiated written agreement expressly conflicts with these general terms, the specifically agreed written term will take priority for that assignment.

20. Contact

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