

DavidMirzoeff

Photography

Terms & Conditions

1) DEFINITIONS:

For the purposes of this agreement "The Photographer" means David Mirzoeff trading as David Mirzoeff Photography. "The client" means the photographer's client. "Photographs" means all photographic material furnished by the photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2) COPYRIGHT:

The photographer retains the entire copyright of any photographs at all times throughout the world, unless agreed in writing for an additional fee.

3) DELIVERY METHOD AND DEADLINES:

As part of the commission the photographer and the client will agree how, when and where the photographs will be delivered. Options include: WeTransfer, web galleries, CD, FTP, email and USB flash drives. Photographs will be supplied in the agreed format within the agreed deadline. Copies of all files will be retained in line with industry best practice and any subsequent re-issue of any or all of the image files will be subject to a charge equal to the actual cost of producing and delivering them plus a 20% service charge.

4) BOOKING:

4a) A booking is considered firm as from the date of confirmation.

4b) Once the client has made a booking for a specific time and date and this date/time has been confirmed by the photographer, the photographer will not accept any other work from other clients for those times and dates.

5) INVOICING, FEES AND PAYMENT:

5a) Fees and costs will be negotiated and agreed before the commission takes place.

5b) Where the photographer incurs extra expenses or time as a result of changes to the original brief by the client, or otherwise at their request, the client will give approval to and be liable to pay the extra expenses or fees at the photographer's normal rate, in addition to the expenses or fees previously agreed or estimated.

5c) Once the commission has been completed, the photographer will send the client an invoice with payment terms and methods outlined.

5d) Payment terms are 30 days from the date of the relevant invoice being issued ("the Due Date"), unless agreed in advance and in writing.

5e) The photographer reserves the right to charge interest at the rate prescribed by the Late Payment Of Commercial Debts (Interest) Act 1998 from the due date until the date payment is made.

5f) Payment by electronic bank transfer is preferred. Bank details will be provided on the invoice.

6) CANCELLATION AND RESCHEDULING:

6a) If the client cancels the booking within seven days of the start time, a fee of 20% of the agreed booked time rate will be charged.

6b) If the client cancels the booking within 72 hours of the start time, a fee 50% of the agreed booked time rate will be charged.

6c) If the client cancels the booking within 24 hours of the start time, the full fee will be charged.

6d) If the client postpones a booking, the photographer will, at his discretion, charge a fee for postponement.

6e) In addition, the client may be charged for any expenses incurred by the photographer as a result of cancellation or postponement.

7) CANCELLATION BY THE PHOTOGRAPHER:

If the photographer is unable to attend the commission due to any cause beyond the photographer's reasonable control e.g. sudden illness, injury, victim of crime, flooding etc., the photographer will endeavour to put the client in touch with another photographer. In the event of such cancellation, or in the unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid to the photographer by the client at that time.

8) LICENSE:

The client will be granted a license to reproduce and/or distribute the photographs. All licenses have geographical, time, media and usage restrictions. The photographer and the client will negotiate a license that meets the client's needs and represents the best value for money for the client. Use of the photographs outside the terms of the license granted would be a breach of copyright.

9) LIABILITY AND INDEMNITY:

9a) The photographer does not accept liability for unexpected events including: poor weather, industrial disputes, sickness or injury, equipment malfunction, model release disputes, property release disputes and other actions or accidents that are outside the photographer's control and that cannot be reasonably predicted.

9b) Furthermore the client must satisfy him/herself that all necessary rights, model releases or consents which may be required for reproduction, are obtained. The photographer gives no warranty that any such rights, model releases or consents have been or will be obtained, whether in relation to the use of names, people, trade marks, registered or copyright designs, or works of art depicted in any picture. In the event that an image issued or reproduced by or with the authority of the client does not have the necessary rights, releases or consents, then the client shall indemnify the photographer against all expenses, damages, claims, or legal costs arising out of any such failure.

9c) The photographer carries £2million of Public Liabilities insurance. Should the client require any specialist insurance to be taken out for a specific commission, the cost will be included in photographer's fees.

9d) Back up copies of the client's images will be stored using reliable methods but the photographer cannot accept liability for systems failures.

10) GENERAL DATA PROTECTION REGULATION COMPLIANCE:

All data relevant to the clients is held securely and is never passed to third parties without the prior permission of those clients. The photographer does not take part in direct marketing campaigns to members of the public and any marketing activity to businesses is conducted in accordance with any and all regulations as well as current best practices. Images and the related metadata are stored in suitable electronic formats.

11) DISPUTE RESOLUTION:

11a) Should the client have any queries about the service that the photographer has provided, he will be happy to discuss their concerns.

11b) Written confirmation of commissions should always include any "must-have" picture requirements and, where technically and creatively possible, the photographer will fulfill the client's requests. If the photographer considers any of the client's requirements to be unfeasible, or if any of them become so during the shoot, the photographer will point them out at the first possible opportunity and offer solutions.

12) REJECTION:

There is no right to reject the images on the basis of style or composition.

13) APPLICABLE LAW:

This agreement shall be governed by the laws of England & Wales, including but not limited to, The Copyright, Designs and Patents Act 1988.

14) VARIATION:

These Terms and Conditions shall not be varied except by agreement in writing.