

TERMS AND CONDITIONS

1. DEFINITIONS

The Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party). The placing of an order by the Client and the acceptance of that order by Sandy Weir Photography (hereafter referred to as the Photographer), brings into being a contract on the Photographers' Terms and Conditions as detailed in the following paragraphs. 'Image/s' means all photographic material furnished by the Photographer, whether in physical or electronic format.

2. COPYRIGHT

The entire copyright in the Images is retained by the Photographer at all times throughout the world. Title to all Images remains the property of the Photographer.

4. LICENCE TO USE

Licence to use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Images before payment in full of the relevant invoice(s) without the Photographer's express permission.

Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the client is put into receivership or liquidation.

The initial licence period for Commissioned Images shall be for two years from the invoice date, and entitles the Client to exclusive rights to use the Images for the purpose for which they were originally commissioned.

Stock Images are licensed only for the declared and approved use.

Usage beyond the limits and purposes agreed will be subject to further negotiation and additional reproduction fees.

5. EXCLUSIVITY

The Client will be authorised to publish the Images to the exclusion of all other persons including the Photographer during the licence period. However, the Photographer retains the right in all cases to use the Images at any time and in any part of the world for the sole purpose of promoting Sandy Weir Photography.

After the initial licence period indicated above the Photographer is entitled to use the Images for any purpose.

Use of the images by any third party, not an agent of the Client and authorised by the Client, will be subject to fees as detailed in the pricing structure. Non payment of said fees will result in every case in an action for breach of copyright.

6. CLIENT CONFIDENTIALITY

The Photographer will keep confidential and will not disclose to any third parties or make use of any material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his obligations in relation to the commission.

7. INDEMNITY

In all cases the Client will indemnify the Photographer against any expenses, damages, claims and legal costs arising out of any failure by the client to obtain clearances in respect of third party copyright works, trade marks, designs or other intellectual property.

8. LIABILITY

Neither the Photographer or his agents shall accept liability for any loss or damage of any kind, including consequential damage howsoever caused, to any goods, materials or other property belonging to the client, whether in transit or whilst in the custody, power or possession of the Photographer.

Clients are advised to ensure that material of value is suitably insured against all risks.

9. PAYMENT TERMS

All invoices are payable within 28 days.

If an invoice remains delinquent 28 days after due date, an additional charge of £25.00 per month will be added to cover administration.

Failure to pay invoices within 28 days shall entitle the Photographer (at their sole discretion) to cease all further work on behalf of the Client without liability in respect of any loss or damage sustained by the Client as a result. The Photographer (at their sole discretion) may reclaim or retain any images or material supplied until such date as payment is made.

The Goods/Services shall remain property of the Photographer until the Client has paid the full amount of the invoice including any penalties incurred.

Where a project has been broken down into stages, an invoice may be issued after each stage.

10. EXPENSES

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

11. DELIVERY

Where applicable appropriate charges will be made for post and packing, delivery or electronic file transmissions.

12. CANCELLATION

Cancellation fees are payable when a shoot has been confirmed, then abandoned.

Within 24 hours 100% fee plus any expenses incurred. Within 2-6 days 50% fee plus any expenses incurred.

13. REJECTION

If no representative of the Client is present during a shoot and in the absence of a specific brief or layout the Photographer's judgement is final. Rejection of the work on aesthetic grounds is not acceptable.

14. ACKNOWLEDGEMENT

The Client should, at all times, print the name of the Photographer in reasonable proximity to all published Images.

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