

**Angus Muir Photographer  
Business Terms and Conditions**

**1. Definitions**

For the purpose of these Terms and Conditions the following definitions will apply: The "Photographer" means Angus Muir and "Client" means the commissioning party; "Services" means the utilisation of skills and / or equipment and / or facilities supplied by the Photographer; "Goods" means any tangible items agreed in the estimate or contract to be supplied by the Photographer to the Client; "Contract" means the agreement, either verbally or in writing, for the provision of services from the Photographer and shall be deemed to incorporate the terms and conditions in this document; "Estimate" means the provision, verbally or in writing, of an estimated price and / or description of services to be carried out by the Photographer based on information provided, verbally or in writing by the Client, and shall be deemed to incorporate the terms and conditions in this document.

**2. Contract and variation**

The acceptance by the Client of services offered, whether verbally or in writing, whether by contract or estimate, shall be deemed an acceptance of these terms and conditions and shall over-ride any terms and conditions stipulated by the Client whether referred to or contained in his / her enquiry, order or otherwise. These terms and conditions shall not be varied except by agreement in writing with signed acceptance by the Photographer.

**3. Copyright and licensing**

Copyright and ownership of the original film and /or digital files is and remains solely the property of Photographer. Images may not be altered, modified, retouched or used in whole or in part without consent by the Photographer. No other rights are granted unless specifically expressed in writing by the Photographer. The Photographer retains right to resell non proprietary images (stock) or use them for self-promotion unless specifically noted. The Client is, upon full payment of invoice, licensed specific and limited use of the images as defined in the contract but is excluded from selling, giving or granting permission for the use of the image to any other business (even if that business is within the client's own group of companies) agent or person without the express permission of the Photographer. The Photographer reserves the right to charge for the use of the image by any third party in the circumstances outlined above or to withhold permission.

**4. Client representation**

The Client is responsible for presence of its authorized representative at the shoot to approve Photographer's interpretation of the assignment. If no such representative is present, the Photographer's interpretation will be deemed acceptable.

**5. Photography credits**

The Client agrees to include a named credit for the Photographer on published material on request, and agrees to the Photographer using the Client's name in promotional information.

**6. Fees, expenses and payment terms**

The Client and its agents are jointly and severally responsible for payment of fees and expenses. The estimated fees, production charges and expenses apply only to the original Contract for services. Any changes are subject to a separate agreement.

**6.1 Fees**

Where an estimate has been provided by the Photographer the price stated is open for acceptance by the Client within thirty days and will automatically expire after thirty days from the date of the estimate; after thirty days a new price may be requested by the Client from the Photographer. Unless stated otherwise in the estimate the price represents the photography fee only and does not include the costs associated with post production work. Once the estimate is accepted, and providing the description of services remains unaltered by the Client and providing the services are begun within a period of twelve weeks from the date of estimate, the price agreed will be the price invoiced, subject only to price fluctuations as determined below. The Photographer shall be entitled to make reasonable variations in the agreed price if the costs of materials, taxes and / or duties on which the estimate is based increases or decreases before completion of the works. All prices given in estimates or contracts are exclusive of VAT, which is payable at the standard rate (currently 15%).

**6.2 Expenses**

The Client agrees to pay expenses associated with equipment hire, photographic assistants and post production work, the Photographer will make every effort to provide the Client with an estimate of these expenses prior to delivery of services. The Client agrees to reimburse the Photographer travel expenses incurred to provide the contract of services. The costs of rail or air tickets or taxis shall be charged to the Client and where the Photographer uses his own vehicle, mileage will be charged at a rate of 40 pence per mile. Where the contract of services requires the Photographer to stay away from his home the Client agrees to reimburse the Photographer hotel accommodation and sustenance costs.

**6.3 Payment terms**

Invoices from the Photographer are payable in full within 30 days from the date on the invoice. Where the client has any query or concern relating to the invoice this must be raised immediately upon receipt. Services cannot be disputed for any subjective reasons e.g. artistic style or composition. Other non-standard terms may be agreed at the discretion of the Photographer. The Photographer reserves the right to request a non-refundable deposit of 50% of the estimated price prior to work being started. If a requested deposit is not received then the Photographer reserves the right to suspend or abandon the services being provided. Other interim payments may also be requested and details will be agreed between the Photographer and the Client in writing. If the contract for services is suspended, delayed or varied at the client's request, or for any other cause beyond the Photographer's control, the Photographer reserves the right to invoice for work already carried out and / or to make reasonable additional charges for the extra cost incurred over and above the services agreed. Where payment of an invoice is overdue the Photographer reserves the right to charge the Client a daily rate equal to 4% above the HSBC Bank's current base lending rate for the duration of the period in excess of 14 days up until payment is received in the Photographer's bank account. The Photographer will be entitled to collect any expenses, including reasonable legal fees, required to collect any sums due or to enforce the terms of this agreement.

#### **7. Reshoots**

The Photographer will charge 100% of the fee and expenses for any reshoot required by the Client. For any reshoot required because of an act of God or the fault of a third party, the Photographer will charge no additional fee and the Client will pay all required charges and expenses.

#### **8. Loss and damage**

The Photographer will take all reasonable care with the handling and storage of goods entrusted to him by the Client or his/her agent, and provided to him in order to carry out services contracted. However, Clients are strongly advised to ensure they have goods in trust and goods in transit insurance cover to protect against loss or damage while the goods are out of their care. The Photographer will accept no liability for loss or damage to clients' goods.

#### **9. Delivery and storage**

Delivery of the work shall be in accordance with arrangements made between the Client and the Photographer. In cases where no arrangements are agreed the Photographer shall make delivery as he sees fit. The Work shall be deemed delivered when it leaves the possession or custody of the Photographer in accordance with the arrangements made or decision taken by the Photographer concerning delivery. Once the finished images are supplied to the Client or agent, whether by CD, DVD or electronic transfer, the Photographer is under no obligation to store copies of the images. It is the responsibility of the Client to back up and store all work carried out by the Photographer. Where replacement images are available and requested by the Client or a third party acting on its behalf the Photographer reserves the right to make a charge for this service. Due to the changing nature of electronic data storage the Photographer can give no guarantee of the Client's on-going ability to access and use images provided. Images provided will be in the required current format as agreed between the client and the Photographer. The Photographer reserves the right to make a charge where the client requests images in an altered format.

#### **10. Delivery times**

Where required by the Client the Photographer will make every effort to deliver images within 48 hours from the end of the shoot; this does not apply to images which require post production work. Delivery dates are given as an estimate only and the Photographer shall not be responsible for any problems, difficulties or loss arising from any delay.

#### **11. Cancellation and postponements**

If the Client cancels or postpones a contract for services, the Photographer reserves the right to invoice for any incurred cost plus an administration charge and to retain any deposit already paid. If notice of cancellation or postponement is given less than two business days before the shoot date, the Photographer reserves the right to charge the Client 100% of the fee. Whilst the Photographer will make every effort to deliver on the services agreed the Photographer reserves the right to cancel without liability if he is prevented from delivering and will inform the Client as soon as possible to this effect. Any deposit will be returned on request and the Client will be free to contract with an alternative supplier or to agree an alternative delivery schedule with the Photographer.

#### **12. Other**

If any part of these Terms and Conditions is found to be void or unenforceable the rest of the Terms and Conditions will still remain in full force. For the purpose of any dispute arising these Terms and Conditions will be governed by the laws of England and Wales. By accepting an estimate, or otherwise commissioning work, from the Photographer you will have agreed to these Terms and Conditions.