

Andrea Jones Photography

Commissioned photography terms and conditions

Definitions

For the purpose of this agreement "Commissioning body" shall where the context so admits include their respective assignees, sub-licensees and successors in title. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

Fees

Photography fee at agreed day rate (+ VAT where appropriate)

All travel, accommodation and subsistence to be charged at cost

Hiring of extra equipment to be charged at cost (for example the hiring of a cherry picker maybe required and a driver would also be needed).

When three or more days' photography is required a discount may be negotiated.

Travel days are charged at 50% of the agreed day rate.

If an assistant is required, and this is agreed, a charge of £150 per day to be added plus travel accommodation and subsistence

Digital production costs, film and processing are included in the photography day rate.

Images will be supplied in the form of a lightbox of low res jpeg images. High res images will be supplied upon request.

A charge is made for subsequent contact prints and individual prints which can be supplied upon request.

Payment

Payment is to be made within 14 days of receipt of invoice following satisfactory acceptance of photographic work.

Use

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs 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.

Images are to be used for the self promotion of the commissioning body only. Permission to use the Photographs for purposes outside the terms of the Licence including other reproduction or third party publication will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.

Indemnity

The Photographer agrees to indemnify the Commissioning body against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the commissioning body shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

Cancellation & postponement

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his/her discretion, charge a fee for cancellation or postponement.

Electronic Storage

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

Exclusivity

Unless otherwise agreed, the photographer has the right to publish the images in editorial form in commercial publications – any restrictions should be made clear on agreement of the commission.

Copyright

The copyright of all images is retained by Andrea Jones at all times.

Ownership

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs must be returned to the Photographer in good condition within 30 days.

Applicable Law

This agreement shall be governed by the laws of Scotland

Variation

These term and conditions shall not be varied except by agreement in writing.