

Martin Irvine Photography Terms & Conditions

Please read my standard terms and conditions for all work.

1/ **DEFINITIONS.** All references in this agreement to the term 'Client' shall refer to the person(s) or company directly employing the photographer, or, where the client is not a direct client, e.g. a third party or agency, that third party or agency shall be interpreted as the 'Client'. All references in this agreement to the term 'Photographer' shall refer to Martin Irvine, of Martin Irvine Photography.

2/ **COPYRIGHT.** The entire copyright of the photographs is retained by the Photographer, Martin Irvine, at all times throughout the U.K, and the rest of the world. Where reproduction of Works has taken place and settlement has not been made, the Photographer will make such charges to the publisher of those images as falls within the Copyright, Designs and Patents Act 198

3/ **LICENCE TO USE AND EXCLUSIONS.** The licence to use images only applies to the 'Client', as agreed at the time of commission. The Photographer **MUST** give permission or agreement before any benefit of the licence or any use of images can be assigned to ANY third party. The licence to use the images comes into effect from the date of payment of the relevant invoice. The Photographer **MUST** give permission if use of the images is required before full payment of the relevant invoice(s). Unless otherwise stated during or previous to the shoot the 'Photographer' retains the right in all cases to use the photographs on the 'photographer's' social media or marketing. Clients have the right to use images on social media or in marketing of their business. Although images can be incorporated into information graphics with overlaid text the style and colours of the original image **MUST** not edit or amended.

4/ **CLIENTS TO ATTEND ASSIGNMENT.** The Client is responsible for attending the photographic assignment. If no such attendance takes place, the Client is obliged to accept the photographers judgement as to acceptability of the images, and images may not be rejected on the basis of style, content or composition.

5/ **STORAGE OF IMAGES.** The Photographer has no obligation to retain or archive any of the original images after they have been edited images have been delivered by appropriate means and the invoice settled.

6/ **PAYMENT.** The Client shall pay the invoice in full before the day of the commissioned shoot unless otherwise agreed upon before.

7/ **RELEASES AND CLEARANCE.** The Client shall be responsible for obtaining ANY and ALL required clearances, and will indemnify the Photographer against all expenses, damages, claims and legal actions and/or legal costs arising out of any failure to obtain such clearances. Furthermore, the Client is responsible for obtaining all necessary permissions and releases for usages that require any property or model releases, unless agreed and delivered by the Photographer.

8/ CANCELLATION/POSTPONEMENT. A booking is considered agreed and firm from the date of the confirmation, therefore the Photographer will, at his discretion, charge a fee for cancellation or postponement.

Cancellation. All 20% Deposits are non-refundable. Client will be charged at 50% of the agreed rate if cancelled within two working days prior to the shoot. The Client will be charged 100% of the rate if cancellation occurs after the Photographer has departed for the location.

Postponement. Unless agreed in writing, the Client will be charged 100% of the normal day rate agreed for the commission if postponement occurs after the Photographer has departed for the location (This excludes bad weather), and 50% of the normal day rate agreed for the commission if postponement occurs less than 2 working days before departure.

9/ BAD/ADVERSE WEATHER. The Photographer retains complete discretion concerning whether or not a shoot will proceed by reason of adverse weather or light conditions and will contact the Client as soon as is reasonably practicable to make alternative arrangements. In the event of cancellation/postponement in accordance with this clause, clause 10 below applies.

10/ CANCELLATION/POSTPONEMENT BY PHOTOGRAPHER.

In the event of cancellation or postponement by the Photographer, the Photographer shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

11/ RETOUCHING. The photographer will use their own discretion when retouching all images post shoot, should the Client request additional post processing work, not previously stated the Client will be charged at the rate quoted and agreed. There is no right to reject on the basis of style or composition.

12/ DELIVERY

The photographer will endeavour to deliver all digital proof images for clients selection within 48 hours of the shoot unless other stated. Proof images are for selection purposes only and should not be saved or shared. Unlicensed use of proof images will result in additional charges. All finished images will be provided in digital copy only via a downloadable link, the photographer will endeavour to provide all finished images within 2 weeks from the client provides selections, however this could take longer during busier periods but will be advised by the photographer

14/ EXTENSIONS TO ESTIMATES. Where extra time or expenses are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at their request or on their behalf by an authorised third party, the Client shall give approval and be liable to pay such extra expenses or fees at the Photographers normal agreed daily rate to the Photographer in addition to the expenses and fees as having been agreed or quoted.