

TERMS AND CONDITIONS OF CONTRACT

1 Copyright Where photography has been commissioned, the client and the photographer agree that copyright is retained by the photographer unless otherwise agreed in writing.

2 Use Reproduction and/or publication rights will be granted as agreed. No rights are granted unless and until all sums due pursuant to this agreement have been paid. Use of transparency and digital material is limited to photomechanical reproduction only. All photographic reproduction or reproduction from digital files must originate from Paul McCabe Photography or Southampton Photographic. Where use is restricted by agreement, uses for other purposes will normally be granted to the client upon payment of a further fee, to be mutually agreed. Note: The client is advised that an agreement must be reached with the photographer before the images are used for other purposes.

3 Ownership Title to all photographs, transparencies, digital files and other material delivered to the client remains the property of the photographer.

4 Payment Payment will be expected for the commissioned work within 14 days of the issue of the relevant invoice. Payment for re-use will be expected within 28 days of the date of publication. Payment for resale will be expected within 28 days of the said sale.

5 Day Rates If a fee has been quoted on the basis of a daily rate, then this shall be applicable to a normal days work of 8 hours (including a 1 hour lunch break) between the hours of 6 am and 12 midnight.

6 Overtime On days which overrun, the photographer will charge a further fee based on the hourly rate.

7 Night & Weekend Shoots Work commencing between the hours of midnight and 6 am will at the photographer's discretion, be subject to an increased charge to be mutually agreed.

8 Estimates If a fee has been quoted on the basis of completion of the commission, it is understood that the figure quoted is an estimate, and accordingly the photographer reserves the right to charge for all work done if, for any reason, the work commissioned takes longer than the time originally anticipated at the date of the estimate. All estimates provided are exclusive of VAT.

9 Set Building On sessions requiring sets, build days will normally be charged as follows: a full day build will be charged at the full multiple day rate; a half day build will be charged at the half day rate; if the set is to be built and struck on the day of the session this will be charged within the normal day rate as defined in paragraphs 5 & 6 above.

10 Rejection Unless a rejection fee has been agreed in advance there is no right to reject on the basis of style or composition.

11 Cancellation Fees A booking is considered firm from the date agreed and accordingly the photographer will at his/her discretion charge a fee for cancellation to be mutually agreed. This fee would normally be charged at the following rate - 50% of the booked charge, half of which will be credited when the next assignment is completed. Note: Any cancellation fee payable may include additionally any cancellation charges payable by the photographer in respect of model fees, stylists charges or prop searches and purchase expenditure etc.

12 Client's Responsibilities As part of our agreement the client agrees to undertake the following:

- a. To ensure that all the photographs published are accompanied by the appropriate credit or by-line.
- b. To collect and remit to the photographer all monies due under Licence to Use in accordance with paragraph 4 above.

13 Photographer's Responsibilities As part of our agreement the photographer agrees to undertake the following:

- a. To provide a basic studio facility where specified.
- b. To ensure that the photographs submitted will be original and will not have been published in any form anywhere in the world.

14 Late Payment The photographer reserves the right to charge an administration charge of £25 per letter/telephone call, in pursuance of recovering the outstanding debt.

15 Booking Confirmation of booking, either verbal or written, confirms the client's acceptance of these terms and conditions.

16 VAT VAT is chargeable on all services and products at the standard rate of 17.5%.

These terms and conditions shall be effective in relation to all dealings with Paul McCabe Photography or Southampton Photographic. This agreement is governed by the laws of England and Wales and is not to be varied except by agreement in writing.