

TERMS & CONDITIONS

This agreement is between the Photographer (Mike Green Photography) and the client, the agreement covers any photographs or retouched images supplied by the photographer either physically or electronically.

Copyright

The copyright, and intellectual property rights, remain with the photographer.

Use

Images created for a commercial or advertising project may be subject to restrictions on territories, media, and the length of the licence, this will be agreed at the time of booking, and any extensions will be subject to negotiation.

Usage Rights

Images supplied by the photographer, are for the sole use of the client, and can only be transferred to a third party with the photographer's permission. The photographer retains the right to use the images in connection with promoting his business.

Privacy

Any information imparted to the photographer from the client will be kept strictly confidential, other than necessary information needed by third parties to enable the photographer to complete the assignment.

Confirmation

Once the date, time, location and the fee has been agreed by the photographer and client, the client will confirm the details in writing, and the photographer will re-confirm, and will not accept another booking which may clash.

Cancellation or postponement by the client

If a confirmed booking is cancelled or postponed within seven days of the booking, a charge may be made for any out of pocket expenses incurred by the photographer, the photographer will be as flexible as possible in the event of a postponement.

Cancellation by the Photographer

In the unlikely event of the photographer having to cancel the shoot, due to circumstances beyond their control, ie. Illness, weather, breakdown or accident, the photographer will reimburse the client any fees paid.

Fees and booking times

Each job is quoted based on the client's description of the amount of work required, if the amount of work increases, and the photography takes longer than quoted, the photographer reserves the right to charge an extra fee on a pro-rata-rate, this will be discussed with the client at the time. Occasionally unexpected problems are encountered that require major retouching, whereas minor retouching is usually allowed for in the original price, there may be an extra charge for major retouching, this will be agreed upon with the client beforehand.

Payment Terms

All invoices are due for payment 30 days after the invoice date, the photographer retains the right to charge statutory late payment charges and interest after the due date.

Liability

The client agrees to indemnify the photographer in relation to model releases and consents, plus any action regarding copyright material appearing in any of the images.

Archiving

Generally, all images will be delivered electronically via Dropbox or other electronic means as specified by the client. Images delivered via Dropbox will be available for at least one month, and it is the client's responsibility to download them and store them securely, ideally with a backup copy. The photographer will store all final images for 1 year from the date of the shoot.