

Terms & Conditions Photography



Revised: 17 December 2015

IMAGES AND FILES

Images and files are individually assessed and checked, and are provided on digital media or uploaded to a cloud based file server in JPEG (maximum quality) file format. The files can be read by PC and/or MAC systems. Please advise if you require files other than JPEG.

Please Note: Exact specifications are required prior to saving digital files to CD or DVD.

Digital capture images are typically taken in RAW format and are provided as 300dpi RGB JPEG's at approximately 60MB and 7MB (uncompressed Photoshop file size) in ADOBE1998 Colourspace/Profile. Based on our experience, we believe that this is suitable for most requirements.

DELIVERY OF FINISHED WORK

Finished work is delivered within 5 days of completion of shoot. Rush rates may apply to urgent work, ie. within 24 hours.

COPYRIGHT AND USAGE LICENSE

Images supplied to the client can be used on the basis that they are licensed for worldwide use to the commissioning client only – for a time period as stated in the contract.

Copyright remains with APM Graphics Management. The images provided are protected by copyright and may not be used or passed on to a third party without written permission from APM Graphics Management. Illegal copying is a breach of copyright. Transfer of copyright is negotiable.

On receipt of full payment the client will be licensed to use the images as specified. This licence is non-transferable. Licence for use does not pass to the client until full payment has been received by APM Graphics Management.

INDEMNITY

The photographer shall not be liable for any legal action or damages from or arising out of the publication of the photographs or other use by the Client.

CLIENT APPROVAL

The client is responsible for having its authorised representative present during all shooting phases of the assignment. If no representative is present, the photographer's interpretation shall be accepted. The client shall be bound by all approvals, and job changes made by the client's representatives. Unless a rejection fee has been agreed in advance there is no right of rejection.

CANCELLATIONS AND POSTPONEMENTS

The client is responsible for payments of all expenses incurred up to the time of the cancellation, plus 50% of the total quoted.

If notice of cancellation is given less than two business days before the shoot date, the client may be charged 100% of the quoted total. The client may also be charged expenses and time spent up to the time of postponement if the postponement is due to weather conditions.

CLIENT CO-OPERATION

If the client cancels, for whatever reason, with less than twenty four hours notice, or we are unable to shoot and complete the client's original brief, due to the client or subject's lack of co-operation, the full fee (photography and expenses) will apply.

DAY AND HALF DAY RATES

A half day is designated at 4 hours and full day at 8 hours. If the brief is extended from the original quoted, then extra costs may be charged. Rates may vary outside normal working hours.

ADDITIONAL SHOTS

If a quote has been based on a specific number of shots and extra shots are requested, they will be charged on a pro-rata basis based on total cost of quote.

EXCLUSIVE CAPTURE

APM Graphics Management reserves the right to be the sole photographer on the shoot for the client (unless agreed in advance).

TALENT AND MODEL RELEASES

Please be advised that it is the responsibility of the client to ensure that all persons involved or featured in images shot on the client's behalf, sign model or talent releases. We can provide upon request (prior to the shoot) a model release form.

TERMS OF PAYMENT

COD for all new clients (cleared funds EFT/cheque/bank cheque), prior to credit application approval. Standard terms are 14 days with approved credit applicants. Extra charges may be incurred for late payments. Please note that a 50% deposit is required on all assignments over \$4,000.

Title to all goods and licence for use does not pass to the purchaser/client until full payment has been received.

INTERNATIONAL CLIENTS

Full payment to be cleared prior to delivery of work – can be arranged as International Funds Transfer.