

# Terms and Conditions

## IMAGE PREVIEW & SELECTION

The images taken at your photoshoot will be displayed on our secure website within 3 working days of the shoot, you will be given a password to allow viewing. You then select the images which you would like to be edited, where necessary, and forwarded to you as a download.

## IMAGES PROVIDED

The quantity of final images provided is dependant upon the package selected. Additional images can be supplied at a cost of £15 each. Your edited images will be forwarded to you within 3 working days of selection.

## COPYRIGHT

Where photography has been commissioned, the client and the photographer agree that copyright is retained by Malcolm Singleton Photography unless otherwise agreed in writing. Note: For more information on copyright please visit [www.copyright4clients.com](http://www.copyright4clients.com)

## LICENCE TO USE

A Licence to Use will be granted to the client and comes into effect from the date of payment of the relevant invoice. No use may be made of the Photographs before payment in full of the relevant invoice without the express permission of Malcolm Singleton Photography. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date.

## QUOTES AND 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 Malcolm Singleton Photography reserves the right to charge for all work done, including incurred expenses, if for any reason, the work commissioned takes longer than the time originally anticipated at the date of the estimate.

## BOOKING CONFIRMATION

Confirmation of booking, either verbal or written, confirms the client's acceptance of these terms and conditions. Once the Client has made a booking for a specific time and date, Malcolm Singleton Photography will not accept any other work from other clients for those times and dates.

As a result, if a booking is subsequently cancelled or postponed, Malcolm Singleton Photography reserves the right to charge the client a cancellation fee according to the schedule below.

## **CANCELLATION FEES**

A booking is considered firm as from the date of confirmation and accordingly Malcolm Singleton Photography will, at his discretion, charge a fee for cancellation or postponement. This fee would normally be charged at the following rate: When a client cancels a booking within 7 days of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within 2 days of any confirmed date, a fee of 100% of the booked time rate will be charged. In the event of the job being rescheduled 50% of this fee will be credited to the invoice when the assignment is completed.

Note: Any cancellation fee payable may include additional cancellation charges incurred or payable by Malcolm Singleton Photography in respect of model fees, stylist charges, prop searches and purchase expenditure etc.

## **PAYMENT OF INVOICES**

Invoice payment is due on the date received. Malcolm Singleton Photography reserves the right to charge an administration charge of £25.00 per letter/telephone call, in pursuance of late invoice payment. If the invoice is not paid in full within 28 days Malcolm Singleton Photography also reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

## **REJECTION**

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

## **CLIENT CONFIDENTIALITY**

Malcolm Singleton Photography will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission

## **VARIATION**

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

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