

Standard Terms and Conditions

If shot digitally Images are supplied and checked on CD/DVD in Photoshop jpeg file format. The files can be read by PC and/or MAC systems. Please note that exact specifications are required prior to saving digital files to CD/DVD. **Please advise if you will be using these for PC or Mac, and if jpegs are suitable.**

If images are supplied for Internet use they will be a low resolution images nto suitable for printing. Images can be easily added to websites/email, although the colour management does differ slightly – may look less saturated, due to the web using fewer colours. This is only intended for viewing purposes.

Terms - Please Check

Digital capture images are provided at approximately: **17.2mb Photoshop RGB file size @ 300dpi in ADOBE1998 Colourspace/Profile**, (saved as Jpegs or TIFFS), this should be suitable for your requirements, but the **responsibility for choice of image capture remains with the client.**

Delivery of Finished work

Finished work is generally available 7 days after of completion of shoot. (Rush rates may apply to urgent work, ie within 24hours)

Copyright/Usage License

Images supplied to the client can be used on the basis that they are licensed for use for four years from delivery date, by the commissioning client only.

Copyright remains with Stephen Ellis Photography. Illegal copying is a breach of copyright. On receipt of full payment the client will be licensed to use the images as specified. This licence is non-transferable. The images provided are protected by copyright and may not be used or passed on to a third party without permission from Stephen Ellis Photography. Illegal copying is a breach of copyright. Title & Licence for use does not pass to the Client until full payment has been received by Stephen Ellis Photography

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.

Insurance

We have our own third party and public liability insurance, covered \$5,000,000

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 Clients 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 Photographer and Assistant fees. If notice of cancellation is given less than two business days before the shoot date, the Client will be charged 100% of the Photographer and Assistant fees. Weather Postponements: Unless otherwise agreed the Client will be charged 50% of the fee if the postponement is due to weather conditions on location, and 25% of the fee if postponement occurs before departure to the location.

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 clients original brief, due to the client or subject's lack of co-operation, the full fee (photographic and assistant) 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 for, then extra costs will be charged.

Additional Shots

If applicable ie quote based on number of shots; if extra shots are requested then they will be charged on a pro-rata basis based on total cost of quote.

Terms of Payment

COD for all new clients, (cleared funds cheque/bank cheque) prior to credit application approval. (Normal terms are 14 days with approved credit applicants) Extra charges apply to 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

Talent/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 clients behalf, sign model or talent releases. We can provide upon request (prior to the shoot) a sample model release form. It can also be downloaded as PDF from <http://www.stephenellisphotography.com.au/forms/modelrelease.pdf>