

Indigoplum
Terms & Conditions of Contract

1. **Copyright.** In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images or video created by any photographer working for or on behalf of Indigoplum is owned by Indigoplum. Indigoplum is a trading name for Simon Lane Photography and Video. Where photography has been commissioned, Simon Lane Photography and Video or Indigoplum still retains the right of copyright unless otherwise agreed in writing and the appropriate fee paid.
2. **Acceptance of Terms and Conditions.** All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract or verbal agreement between the Photographer and all or any of its Clients.
3. **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. Unless the Photographer gives written authorisation, the Client is forbidden by law to copy any images created by the photographer and agrees that all photographic reprints, digital duplications or reproduction from digital files must originate from Indigoplum or Simon Lane Photography & Video. Any licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Photographer's stated payment terms. 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.
4. **Note:** The Client is advised that an agreement must be reached with the Photographer before the images are used for other purposes.
5. **Ownership.** Title to all photographs, transparencies, digital files and other material delivered to the Client remains the property of the Photographer unless otherwise agreed in writing and the appropriate fee paid.
6. **Payment/Licence to Use.** For all non-account Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment and before the handing over of the images. Payment from authorised account holders will be expected within 30 days of the issue of the relevant invoice. Payment for re-use will be expected within 30 days of the date of publication. Payment for resale will be expected within 30 days of the said sale. The Photographer reserves the right to withdraw account facilities and services without notice should the Client fail to pay the Photographer's invoice(s) within 30 days. The photographer reserves the right to charge interest on all overdue invoices at a rate of 3% per month above HSBC bank's unsecured overdraft rate until the said invoices have been paid in full. Also the Photographer reserves the right to charge an administration charge of £25 per letter/telephone call, in pursuance of recovering the outstanding debt.
7. **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.
8. **Overtime.** On days that overrun, the Photographer will charge a further fee based on the hourly rate.
9. **Night & Weekend Shoots.** Weekend work and work commencing between the hours of 12 midnight and 6am will, at the Photographer's discretion, be subject to an increased charge to be mutually agreed.
10. **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.
11. **Set Building.** On sessions requiring sets, build days will normally be charged as follows: a full day build will be charged at the full normal 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 6,7 & 8 above.
12. **Sizing and Colour Matching.** Whilst every effort is made to meet the Client's requirements, all sizes quoted by the Photographer are approximate. The Client must inform the Photographer on occasions where accurate sizing is critical. Due to limitations of materials and processes, it is not possible to guarantee 100% colour matching. However, the Photographer will endeavour to provide the closest possible match.
13. **Rejection.** Unless a rejection fee has been agreed in advance there is no right to reject the images on the basis of style or composition.
14. **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, stylist's charges or prop searches and purchase expenditure etc.

15. **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 Payment/Licence to Use in accordance with paragraph 5 above.
16. **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 unless otherwise stated.
17. **Confidentiality.** The Photographer acknowledges that in the performances of the services, he may receive information from the Client that is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.
18. **Booking.** Confirmation of booking, either verbal or written, confirms the client's acceptance of these terms and conditions.

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