

## dwp imaging ltd

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### TERMS AND CONDITIONS OF BUSINESS for Photography assignments 1st July 2007

#### ORDERS

1. The placing of an order expresses acceptance of our terms of business.
2. If order numbers are used by your company, please ensure they are quoted on your order.
3. Verbal instructions are accepted only on the understanding that we will not be held responsible for any mistakes arising and we therefore request that confirmation should be made in writing, email or by fax.

#### QUOTATIONS

4. Our guide to fees is published to assist in estimating the cost of an assignment and we reserve the right to alter these without prior notice. It is advised that rates are agreed at the time of booking and stated on your order.
5. Quotations given are valid for one month and we reserve the right to alter prices or delivery times if there are changes in specifications or unseen problems at the time of commission.
6. Any delivery date quoted is given in good faith but is not guaranteed.

#### CODE OF CONDUCT

7. The principals of this company are members of the British Institute of Professional Photography, and consequently our staff are governed by the Memorandum and Articles of Association, and Code of Conduct of the Institute.

#### COPYRIGHT & REPRODUCTION RIGHTS

8. The Copyright Act of 1988 defines the photographer as the first owner of copyright in all commissioned photographs or images. Licence to all the necessary confidentiality and rights of use can usually be granted to clients as determined by the briefing and our initial fee. We do however retain the copyright – unless otherwise agreed in writing – and reserve the right, as defined in the Act, to withhold or charge additionally for rights of use when our work is copied by anyone other than ourselves, treated in a derogatory way, or used for a purpose not envisaged at the time of the original commission.
9. Negatives, electronic layered files and electronic artwork are only surrendered under special circumstances at a fee based on an estimated re-order at that time, or as agreed in writing for a fee at the time of the order.
10. Reproduction rights are only granted when payment is made in full. Unless otherwise agreed in writing the licence to reproduction automatically lasts for a period of 5 years. In accordance with the 1988 Copyright Act it is a criminal offence to publish a photograph without payment. Use of our Images is restricted to the commissioning client, reproduction by any 3rd party, unless agreed in writing, will be deemed a breach of copyright and liable to an additional fee.

#### GOODS IN TRUST

11. We are insured for goods on our premises (not in transit) to the value of £50,000. It is the client's responsibility to inform us should the value of their goods exceed this figure whereby additional short term cover will be taken out and charged for. We will not be liable for loss or damage, however caused, to goods above this figure whose value has not been made known to us.

#### CANCELLATIONS OF BOOKINGS

12. A cancellation fee of 50% of the assignment fee will be charged for cancellations with less than 24 hours notice given. Preparation work already done, hire charges, model fees and any other outside services will be charged for.

#### DISSATISFACTION OF WORK

13. Dissatisfaction of work must be notified within 48 hours of receipt.

#### V.A.T and APPROVED ACCOUNTS

14. V.A.T. is not included and will be added at the current rate.
15. Accounts are strictly nett and due within 30 days of invoice date. Where no record that an account has been established payment is on collection of work or by pro-forma invoice.