

## Terms and Conditions

1. Where the Photographer has given a quote or an estimate, charges may be increased by the amount of increases in cost of models, props, labour and materials. Any change to the client's original instructions or brief may incur additional charges or expenses.
2. Any usage of the commissioned work additional to that specified in the original brief or by the Photographer's acceptance of the same, may incur additional charges on the client.
3. The Client is responsible for sending an authorised representative to the photography session and if no such representative is present the Client shall accept the Photographer's judgment as to the execution of the photograph/s.
4.
  - (a) Cancellations and postponements of confirmed bookings earlier than 48 hours prior to shooting will be charged at half fee, plus all expenses incurred.
  - (b) Cancellations and postponements of confirmed bookings later than 48 hours prior to shooting will be charged at full fee, plus all expenses incurred.
  - (c) If the same photograph that is cancelled is scheduled for a later date, full fee will be charged for actual shooting, plus all expenses.
5. If an assignment involves high expenses and/or an extended period of the Photographer's time, as determined by the Photographer, or if the Photographer shall consider the credit of the client unsatisfactory, the Photographer may require an advance on expenses and/or charges, from the Client, whether before or during the assignment.
6. Where credit is allowed, at the discretion of the Photographer, payment is due on the 20th day of the month following the date of invoice. Otherwise payment shall be cash upon collection or receipt of the photography. Any queries regarding the invoice must be made within 10 days of invoice receipt.
7. Interest at the rate of 2.5% per month may be charged on the amounts unpaid from the due date for payment until payment is made.
8. The Photographer shall not be liable for any delays in production beyond their control.
9. The Photographer will take reasonable care of any of the Client's products left in their possession, but the risk of any loss or damage to such products for any cause shall be borne by the Client.
10. Copyright in the work and the right to use the same, shall not be the Client's until payment in full for such work has been made to the Photographer.
11. The transfer of copyright will permit multiple uses in perpetuity to the Client.
12. These terms and conditions and any other written terms shall be the only terms of the contract and these terms and conditions shall be included as terms in any contract between the Photographer and the Client. All other warranties, representations and conditions are hereby expressly excluded. The Photographer's liability for any loss or damage arising directly or indirectly from any defect in the work is limited to repeating the work, or damages not exceeding the invoice value thereof.
13. The Photographer's rights and remedies remain effective notwithstanding any neglect or delay in the enforcement thereof.