

Michael Kyle

Photographer

LONDON

Terms of Commission

Copyright

Copyright of photography is retained by the photographer at all times throughout the world.

Use of photography

A license for use will be issued and accompanied by an invoice. The license to use the photographs comes into effect from the date of payment, of the relevant invoice(s).

No use may be made of the photographs before payment in full, without the photographers written permission. Commissioned photographs may not be published for re-sale in any way, including merchandising without written permission.

Exclusivity

The exclusive licence holder will be authorised to publish the photographs to the exclusion of all other persons including the photographer, for the term of the licence. However, the photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting the photographer's work. After the exclusivity period indicated in the licence to use, the photographer shall be entitled to use the photographs for any purposes.

Payment

Payment for invoices is due as stated on the invoice, unless otherwise agreed in writing. Payment can be made by cash, cheque or electronic transfer. No use may be made of the commissioned design and photography, before payment in full of relevant invoices, unless otherwise stated in writing.

Expenses

The quotation does not include incidental costs e.g. couriers. Where these expenses are incurred they will appear, at cost, on the final account.

Rejection

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

Cancellation

If the project is cancelled at any time, the client is responsible for all fees and expenses incurred to that point. 50% of quoted fees will be payable for the remainder of the agreed contract duration.

Deadlines

All care will be taken to complete work according to the deadline. However, the ability to complete the service on time is subject to receiving the essential information from the briefing party prior to commencement of a project. If this is not available, changes to the programme will be discussed and a new completion time will be set.

Alterations

All costs are estimates only. Any alterations by the client to project specifications may result in cost changes. Additional costs that exceed the original estimate (excluding incidentals) will be quoted to the client, in writing, before the costs are incurred.

PHOTOGRAPHY | ART DIRECTION | RETOUCHING

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