



# Penguins Egg Ltd

Terms and conditions

Our Standard Terms & Conditions.

Were 'Photographer' is mentioned below this includes any photographer and/or videographer associated with Penguins Egg Ltd.

## COPYRIGHT

The entire copyright in the Photographs is retained by Penguins Egg Ltd at all times throughout the world. Unless agreed on an all rights basis, and a fee paid.

## LICENCE TO USE & EXCLUSIONS

The Licence to use images only applies to the Client(s) as agreed at time of order: Permission is needed for magazines, website and print. All images to be credited to the photographer. The Licence to Use 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 of the relevant invoice(s) without the Photographer's express permission.

Third parties must gain permission from the copyright holder before any usage of the photographs and obtain a license.

Photographer can sell/share images with media outlets and third parties.

## STORAGE OF IMAGES

Photographer stores the images for two years.

## CLIENTS REPRESENTATIVE TO ATTEND

Client is responsible for sending an authorised representative to the assignment. If no representative is present, Client is obligated to accept Photographer's judgment as to the acceptability of the Images. Images may not be rejected on the basis of style or composition.

## PAYMENT

Client shall make payment within 30 days of invoice. Late payments will be billed a £50 per month handling fee and 5%/month interest.

## RELEASES / CLEARANCE

The Client shall be responsible for obtaining any required clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances. Unless delivered to Client by Photographer, no model or property release exists, and it is Client's responsibility to obtain the necessary permissions for usages that require any model or property releases not delivered by Photographer.

## CANCELLATION / POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his discretion, charge a fee for cancellation or postponement. Cancellations: Client is responsible for payment of all expenses incurred up to the time of cancellation of the commission, if notice of cancellation is given less than two business days before the shoot date, Client will be charged 30 percent of the fee. One Business day is 70 percent of the fee. One the day is the cost of the full photoshoot.

## BAD WEATHER

Bad weather reshoot terms may be organised with the photographer in advance. However, an extra cost will apply.

## RETOUCHING

Reproduction files include basic clean-up (colour correction, spotting, simple blemishes removed) in the file charge. Any additional retouching requested by the Client will be billed at an agreed rate.

## ASSUMPTION OF RISK

Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability.

## APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales.

For any enquiries please email us [tom@penguinseggphoto.com](mailto:tom@penguinseggphoto.com)

Signed by: \_\_\_\_\_ date: \_\_\_\_\_

Photographer: \_\_\_\_\_ date: \_\_\_\_\_