

Terms & Conditions

DEFINITIONS

For the purpose of this agreement the "Client" shall where the context admits include their respective assignees, sub licensees and successors in title. In cases where MindStudio client (i.e. with no agency or intermediary), all references in this agreement to the "Client" shall be interpreted as references to MindStudio client. 'Photographs' mean all photographic material furnished by MindStudio, whether transparencies, negatives, prints or any other type of physical or electronic material.

COPYRIGHT

MindStudio at all times throughout the world retains the entire copyright in the photographs.

OWNERSHIP OF MATERIALS

Title to all photographs remains the property of MindStudio. Other arrangements can be made.

USE

The license 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 MindStudio express permission. Any permission, which may be given for prior use, will automatically be revoked if full payment is not made by the due date or if the "Client" is put into receivership or liquidation. Where use is restricted in the Agreement, permission to use the Photographs for the purposes will normally be granted upon payment of a further fee, to be mutually agreed.

EXCLUSIVITY

The "Client" will be authorized to publish the Photographs to the exclusion of all other persons including MindStudio. However, MindStudio retains the rights 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 their work. After the exclusivity period indicated in the License to Use MindStudio shall be entitled to use the Photographs for any purposes.

ELECTRONIC STORAGE

Save for purposes of production for the licensed use(s) the Photographs may not be stored in any form of electronic medium without the written permission by MindStudio. Manipulation of the image or use of only a portion of the image may only take place with the permission of MindStudio.

CLIENT CONFIDENTIALLY

MindStudio will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable MindStudio to carry out their obligations in relation to the commission.

INDEMNITY

MindStudio agrees to indemnify the "Client" against all expenses, damages, claims and legal costs arising out of any failure by MindStudio to obtain any clearances for which MindStudio was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. MindStudio Photography shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the "Client" shall be responsible for obtaining such clearances and will indemnify MindStudio against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

QUOTE

A quote is considered firm from Mind Studio between from the date of the quote until the expiry date given on the quote. A booking is considered firm when the quote has been agreed to by the client either written or verbally.

DEPOSIT

A deposit is applicable to all clients for all commissioned work. The booking will remain unconfirmed until a full deposit is made.

PAYMENT

Payments are expected in full on the day of commissioned work by cash, check, bank transfer or via PayPal. All PayPal payments will be charged a 5% admin fee. Corporate accounts may request a 30 days invoicing service. Failure to comply within deadline will incur a £100 penalty fee.

CANCELLATION & POSTPONEMENT

The booking is considered confirmed when the deposit has been fully made. Cancellation and postponement is possible up until 72 hours prior start of work. If a cancellation is made after 72 hours notice MindStudio will not refund the deposit.

EXPENSES

Where extra expenses or time are incurred by MindStudio as a result of alterations to the original brief by the "Client", or otherwise at their request, the "Client" shall give approval to and be liable to pay such extra expenses or fees at MindStudio normal rate. MindStudio in addition to the expenses shown overleaf as having been agreed or estimated.

REJECTION

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

SUPPLY TO THIRD PARTIES

The License only applies to the "Client" and Product as stated on the front of the form.

APPLICABLE LAW

The laws of England & Wales shall govern this agreement.

VARIATION