

TERMS AND CONDITIONS LONDON PROPERTY PHOTOGRAPHY LTD

1. DEFINITIONS

For the purpose of the agreement "London Property Photography LTD" will be referred to as "LPP". For the purpose of this agreement "the client" shall include but is not limited to, private sellers, estate agents, organisations and businesses "Marketing material" means all photographic material, floor plans, videos and any other forms of media produced by LPP.

2. USE

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Marketing Material before payment in full of the relevant invoice(s) without LPP's express permission.

3. EXCLUSIVITY

The Client will be authorised to publish the Marketing Material. However, LPP retains the right in all cases to use the Marketing Material in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting their work. The Client is forbidden to sell the marketing material to external sources for example but not limited to magazines, agencies, other websites.

4. CLIENT CONFIDENTIALITY

LPP will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the Marketing Material.

5. PAYMENT

Payment by the client will be expected for the commissioned work within 30 days of the issue of the invoice, this will be provided after the shoot has been completed along with a selection of proof images. If the invoice is not paid, in full, within 30 days LPP reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

6. EXPENSES

Where extra expenses or time are incurred by the LPP 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 in addition to the expense agreed before beginning.

7. REJECTION

There is no right to reject on the basis of style or composition. All Marketing material produced will be to the same quality and style as seen on our website.

8. TENNANTS

If LPP are working on a property where tenants are present they need to be notified before we arrive. If LPP are turned away by the tenants as they weren't aware of a photoshoot taking place you will still be charged 100% of the agreed price.

9. PERSONAL ITEMS

LPP may advise for certain items to be moved such as furniture and easy to move items however, it is not the photographer's job to prepare a property. If our photographers turn up to a property that they feel doesn't look presentable they will call the appropriate client and discuss this before they carry on. However, we will prior to the job request for the property to be looking presentable. If the client decides that the property is not in the correct condition to be photographed they will be charged 100% of the fee.

10. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly LPP are allowed to charge a fee for cancellation or postponement if within 48 hours of the agreed start time of the shoot. If cancellations or postponement occur within 24 hours of the agreed start time of the job the client will be charged 100% of the agreed price.

11. ELECTRONIC STORAGE

Manipulation of the image/s or use of only a portion of the image may only take place with the permission of LPP.

12. APPLICABLE LAW

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

13. VARIATION

These Terms and Conditions shall not be varied except by agreement in writing or via email.