

Terms of Trade & Request for Photographic Services

TERMS OF TRADE*

We conduct business using these terms of trade in order that we can best serve you our client. Past experiences of poor understandings and expectations on the part of both supplier and client have cost us in time & money. This in turn reduced our ability to provide our clients with a timely and quality product/service which they have come to expect. So it is for the benefit of you, our client, that we must insist that these Terms of trade are strictly adhered to.

To commence using the services of media link, we request that you complete, sign and forward to us the Request for Photographic Services as found below.

A deposit of 50% is required in order for Media Link to confirm your booking and lock in your shoot/project in to our working schedule. Please note that unless your Request for Photographic Services has been submitted and your deposit has been received and cleared, Media Link cannot guarantee that a media link crew/photographer will turn up to your shoot/event/appointment.

The balance left owing after the deposit is then invoiced on a 7 days nett basis upon the supply of deliverables media link to the client or client specified destination or agent.

If invoices for the balance amount as described above remain unpaid as of 30 days from the supply of deliverables, then a late payment fee will begin to accrue at the rate of \$35.50 inc GST per month until the full outstanding amount is paid.

Weather holds

Changes to shoot dates/times due to bad weather may be rescheduled without the applying the cancellation fee, provided that the client has maintained good communication with media link and media link has not incurred any charges as a result of the postponement. However, media link does reserve the right to invoice for expenses incurred if weather changes are made. We realise that neither you nor anybody else has any control over the weather, and as such we all need to work together to manage this.

Cancellations

However there are many things which can be controlled with good management. And in the event that a shoot is canceled by the client with less than 24 hours notice, then the deposit may be held as a cancellation fee. If a meeting or appointment to discuss a project/shoot or to deliver deliverables is canceled at less than 3 hours notice or no notice is given at all of the cancellation, then a fee may be charged at the hourly rate for the individual/s who were scheduled to meet, for the hours lost and any travel expenses incurred, as a result of the cancellation or failure to notify of cancellation. At media link we aim high in the management of our own time and resources. The management at Media link will not allow Media Link or its staff, agents, or contractors to suffer losses from the poor management of others. And thus reserves the right to charge cancellation fees in such circumstances.

(*These terms and conditions may be negotiated or restructured for large, long term or on going projects and must be discussed on a project by project basis. But unless an alternative set of terms has been agreed upon in writing by the management of media link, it will be considered that all business is conducted on the above terms.)

Still photographs and licensing

Where images, still or moving, have been supplied on an Image use license, the image/s may only be used once the image use license fee has been paid in full. Any use of the images prior to full payment of the Image use license will be considered to be in breach of Australian and International copyright laws and will be prosecuted to the full extent of the law. Please see www.copyright.org.au for further copyright and image licensing information.

Image retrieval fees.

A minimum image retrieval fee of \$37.50 inc GST applies to any request to re supply an image or set of images which have previously been supplied. Whether the image/s is/are supplied on optical disc, delivered via email or web site download, or printed. If the time required to re supply the requested image exceeds 30 mins, then the image retrieval fee will be charged at \$37.50 per 30 minute block. Please note. Image the retrieval fee does not include any image manipulation, image licensing or printing costs. The base Image retrieval fee does include the option of either postage & packaging in a standard B5 envelope, or hosting of the electronic image file to the media link website for up to one week, from which can download the image/s.

Postage charges

Unless an invoice or quote for a project or image use license states that postage and packaging is included in the initial fee, then Postage & Packaging may be charged as it is incurred by Media Link.

Client sign off, for commercial photography

All commercial photography assignments include the supply of a set of print proofs prior to final delivery of the completed commercial image/s. Media Link will supply to you two copies of the commercial image/s with a space for you to sign that you approve the final image. The image files will then be delivered in the specified file format and colour space on optical disc to the specified location/agent.

Event Documentation Photography

All event documentation photography is supplied on CD as Jpegs in the sRGB color space unless otherwise requested. On request, images can be supplied as 8 bit or 16 bit TIFFS and can also be supplied in a colour space of your choice if required.

Summary

We thank you in advance for your cooperation with this matter and look forward to providing you the quality creative services you have come to expect from Media Link.

Yours Sincerely



Andrew Railton
Photographer/Managing Director
Media Link Pty. Ltd.

Request for Photographic Services

Please complete and sign this purchase order and fax to Media link on 07 3337 9822. Upon receipt of this purchase order Media Link will generate an invoice and email it to your nominated correspondence address. Then once your deposit, as described above, is received we will confirm your booking in writing, supply you with an updated invoice/receipt reflecting the deposit paid and enter your project/shoot in to our project management software and schedule.

Project name: _____ Client name: _____

Project liaison officer & contact details if not same as above:

Name: _____ Email: _____

Office phone: _____ Mobile phone: _____

Company Name: _____

Name of company or entity to be invoiced if not as above: _____

Business address: _____

Delivery Address: _____

If deliverables are to be supplied to an agent.

Agent to whom deliverables are to be supplied to: _____

Liaison officer at agent: _____ Contact details: _____

Services requested (please circle).

Commercial Photography

Corporate Photography

Event documentation

Date of project: _____ Expected Date for supply of Deliverables: _____

Specific instructions for supply of deliverables: _____

Description of project: _____

I have read, understand and accept the terms of trade above, and would like to make this request for photographic services.

Authorised Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Upon completion please sign and fax to Media Link on 07 3337 9822.