

paul cosgrave – photoswordspeople.com

Trading Terms & Service Policies (2008/09)

■ **Client Confidentiality & Service**

pwp.com guarantees complete client confidentiality. No disclosure will be made to any third party of any commercial information acquired during an assignment.

■ **Licence Agreement & Image Use**

pwp.com product is available for use by the original purchaser only. No third party use is permitted without prior agreement by pwp.com and an additional usage fee applies. Quotations cover assignment time and costs but not copyright ownership*. Images are provided 'royalty free' for use by but are not owned by the service purchaser. This means **no additional usage fee** applies for standard size commissioned images and the invoiced assignment fee is the only cost payable, with indefinite use approved for the original purchaser only. pwp.com may display commissioned images for portfolio purposes. Other uses are unlikely and will not occur without consultation with the original service purchaser. The same copyright ownership, usage and portfolio provisions apply to all original pwp.com copy, audio and design assignments. Copyright may be purchased for an additional fee at the owner's discretion.

Print images from negatives are supplied to the size requested by the purchaser. Standard size digital images are supplied to 19cm x 12.5cm size in formats suitable for graphic design (TIFF 14 meg, 360 dpi), website use (JPG approx 70 kb, 500 pixels or as requested) and office print (PDF/JPG, 360 dpi). Enlarged images and/or images used for TV, literary publication or billboard advertising attract an annual commercial usage fee of 25% of the original assignment cost, or a negotiated fee, unless otherwise agreed. Copywriting and voice services attract annual usage fees (copy 25%, voice 100% of original assignment cost). Stock images are generally available for indefinite non-exclusive single use at published rates. Exclusive stock use attracts an initial additional fee of 50% on the non-exclusive rate with the non-exclusive rate applying per annum thereafter. Stock product used exclusively but not renewed reverts to general availability at 5.00pm on the renewal date. Personal portraiture for private use only attracts no further fee after the initial invoice.

Complimentary images supplied as a courtesy which are subsequently used commercially or supplied to a third party attract a commercial usage fee. Reasonable requests for additional non-commercial use of complimentary images are welcomed, answered promptly and not usually declined. Use of copyright photographs in downloadable image libraries requires copyright purchase by the image library operator at the published rate.

For copyright reasons, film negatives are generally retained by the copyright owner but may be purchased at the owner's discretion. Following digital SLR capture, image data files require post-processing (re-sampling, sizing, file conversions, colour/contrast mapping) to ensure compliance with industry standards. This is a photographer's professional responsibility, as unprocessed files represent only raw data, not completed photographs. For this reason, raw data files are not supplied to clients. On occasions when, at his discretion, the photographer may agree to supply raw data files to a client, this occurs only on the client's agreement that the files will not be published or used commercially without the necessary post-processing; and that such processing will only be undertaken by the copyright owner. Clients wishing to acquire raw data files may be offered copyright purchase, at the owner's discretion.

**Copyright of commissioned images is retained by the photographer in perpetuity under Australian law, unless the photographer assigns it otherwise in writing. Images commissioned by Australian government agencies (including local government) are exempt from this provision and copyright automatically resides with the commissioning agency upon purchase. Copyright retention by the photographer does not inhibit normal marketing and personal use but does mean no image may be reproduced, emailed or altered without the owner's written approval (normal office, marketing and design purposes excepted).*

- **Credits & Links**

Except for government clients, images are to be credited in all commercial or published use, as follows:

photo by @paul cosgrave photoswordspeople.com

Website credits are to be linked to the www.photoswordspeople.com homepage, and a reciprocal link will be posted from this site to the user's website on receipt of advice. The reciprocal link will be placed on the site's 'Links' page and also with any image which may be posted on other (eg, news) pages. Where such reciprocal links may be agreed in lieu of remuneration, the link to the pwp.com site must remain active for a minimum of six (6) months from the date of invoice issue and the expiry date will be noted on the invoice.

- **Quotations & Payment**

On receipt of a written brief an accurate quotation, valid for one month, will be supplied. Ideally, the brief will include the purchaser's phone & mailing address and describe the assignment's nature, location, required timeline and the product's intended use. Quotations are not sent to unidentifiable email addresses. A deductible fee of \$40.00 is payable for quotations on assignments costed at \$500.00 or above. If the quote is accepted, the assignment is undertaken on receipt of 50% of the quoted fee and product delivery is made on receipt of the balance. Terms of 7 days may apply.

- **Cancellation**

It is understood that situations change at short notice. No cancellation fee is therefore payable for cancellations made before 48 hours prior to the assignment time. Cancellations made within 48 hours of the assignment time attract a cancellation fee of 33% of the quoted fee.

- **Archival & Retrieval**

All service products are archived and retained at no cost and in the event of future loss or damage to the purchaser's images are available at retrieval and dispatch cost only.

- **Service, Satisfaction & Complaints Policy**

pwp.com always seeks the highest standards of responsive, ethical service delivery and customer satisfaction. Realistically, 100% of people will not be 100% satisfied for 100% of the time. pwp.com views complaint as an opportunity to improve service and welcomes personal discussion of customer service issues. Expressions of concern indicate customers who care and will therefore be valued, treated with respect and redressed to the full extent of the provider's ability. To discuss any product or service concerns, feel free to call 4787 6870, or email paul@photoswordspeople.com.

- The act of service engagement or product purchase signifies the purchaser's agreement to these terms.