

## **Terms and conditions Russell McKellar Photography**

*By hiring Russell McKellar for his services you have automatically agreed to the following terms and conditions*

### **1) Turnaround, deadlines & delivery**

Commercial works have an average turn around of 7 to 14 day  
Inventory photos for dealerships have a turnaround of under 24h.

If a faster turnaround rate is required a surcharge may be applied depending on the time frame.

Images will be sent to you via Wettransfer, if you fail to download the images on time and I have to re-send a surcharge of €50 will be applied.

### **2) Product condition**

On arrival I expect the product I am photographing to be as clean as it ca possibly be, no dirt, no handprints, no finger marks and as little scratches, dents or paint issues as possible

I will return the product in the same condition I received it in.

### **3) Copyright**

*All photos taken and edited by me belong to me, you are simply buying the right to use the images for the discussed intentions.*

Using these images for more than the discussed intentions without my permission can and will result in a charge of up to €50.000 per image

Selling & distributing my photos without my permission will result in a charge of up to €100.000 per image

Downloading my photos or receiving them from external sources other than me, Russell McKellar directly and using them for commercial use related to your business or services is a violation of my copyright and will result in a charge of up to €100.000 per image.

Failure to pay will result in the case being taken to court.

### **4) Pricing**

The price we have discussed per image or for a full set is final, there is no negotiation on pricing after I have taken the photographs or on the final invoice.

There is a surcharge of €0,35 per kilometre of travel from my business address (Max Temmermanlaan 50, 2920 Kalmthout, BE) to your location and back. Travel with a vehicle supplied by you is not charged.

All prices discussed are excluding 21% VAT.

#### **4) Payment**

All payments will be transacted in whole via bank transfer to my business account as stated on the invoice you received. Cash in hand is not an option.

All payments due may not be paid in part but are expected in whole.

#### **5) Overdue payments**

An invoice is issued with a payment due date. If this date is missed you will be fined a surcharge of either €250 if its a 14 day invoice or €500 for a 30 day invoice. You will be given 7 days to pay or surcharge will double again.

once charges reach over €1000 and you have not paid that amount after 7 days you will then be charged an extra €100 per day you are late.

If you are a dealership your corporate regional office will be notified that you are failing to make payments on time.

#### **6) Cancellation**

You can cancel up to 24h before your appointment free of charge. If you cancel within 24h prior to the shoot you will be charged my minimum rate of €150 excl VAT

#### **7) Re edits**

I allow edits to be changed and re edited up to 2 times before release. After this a surcharge will be added per photo.

Any edits that are required due to new EU laws or regulations where your product changes appearance or has to be re-photographed will be charged in full for new adjustments.

Any edits requested over 2 moths after delivery will also be charged in full.