



MICHAEL WHITESTONE PHOTOGRAPHY

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Photographic Rates - Terms & Conditions

Photographic Rates and Expenses (2017).

Our full day (BTL) commissioning rate is available on request. This includes all regular post production retouching.

Images are uploaded to 'Dropbox'.

We do not compromise on our standard of work by rushing a shoot, and continually strive to produce high quality images which are suitable for any end usage, whether it be brochure, company portfolio or documentary evidence.

Additional expenses which may be incurred are for; tolls, congestion charge and parking.

Travel expenses are 40 pence per mile. We do not charge for travel time.

Aerial drone photography and video footage.

Due to the constraints of weather, a successful outcome depends on the right conditions, and any decision to operate will be made by the licensed operator. Each flight requires us to factor in a safety check and log a flight plan. The landowner will also be required to give written permission prior to the flight.

Rate card

We are creative and imaginative professionals, which sets us apart from other drone service providers.

We only supply retouched and edited material. Therefore, our prices are inclusive of this service, with no hidden extras.

Rates for this service are also available upon request.

Aerial Stills: A 1.5 hr onsite visit with 20-minute flying time, complete with planning and safety checks. We also provide this service as an add-on to a standard photographic day shoot at a reduced rate. Typically, this flight time generates 10-15 high re images.

Aerial Video: Charged as a day rate.

All work is subject to vat and expenses.

Michael Whitestone photography is licensed by the CAA to fly a UAV drone commercially. A second crew member or 'Spotter' is required under safety regulations, which we arrange. However, in unforeseen cases or short notice, we may ask one of your operatives to step in to this role. We are fully insured, and any 'stand in' crew member will be fully briefed, and covered under insurance for this purpose.

The current drone in operation is a DJR Aspire II with a Zenmuse X5S and interchangeable lenses, giving 20.8mp raw files, and video in 4K at 60 FPS.

Naturally we are proud of our work, and reserve the right to use any imagery for promotional purposes and to further supply stock libraries or other parties as part of standard copyright policies details below.

Other Services and Charges. *

Formal and corporate portrait photography: Supply of standard 'Colorama' studio backdrop paper: £55 per roll. Assistant's fee; £90 per day.

Additional retouching and editing charges: £60 per hour.

Terms and Conditions.

CLIENT: The Client is deemed to be the person or organisation from whom the commission instructions are received and to whom any relevant invoice is addressed (whether or not the Client is acting for a third party).

COPYRIGHT: The entire copyright of all images including Aerial Drone footage, is retained by the Author Michael Whitestone at all times throughout the world. Michael Whitestone asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. We will chase and prosecute if necessary any breach of copyright, and in so doing exercise the right to charge the higher single unit price per image, plus an administration fee.

USE OF IMAGES: Reproduction and publication rights are granted by way of licence. No partial or other assignment of copyright shall be implied by grant of such licence. **With the exception of Publishers (digital and print) No limit on publication or reproduction rights is placed by Michael Whitestone on the client's own use of images created and supplied.** This being on the proviso that none are resold or circulated on loan to third parties, and used solely for 'in-house' purposes for subsequent use. Unless otherwise agreed additional copies of images issued to third parties will be supplied direct to those third parties for a fee. All of the standard terms and conditions included herein will apply to any such images supplied to thirds parties.

Use of images by the client comes into effect only following payment of the relevant invoice. Any use by the Client prior to payment in full can only be made by agreement in writing.

The Client shall wherever possible arrange for Michael Whitestone to be credited with the creation of images where these are included in technical publications, publicity material, technical or non-technical press etc.

Michael Whitestone retains the right to use all images in any media for the purpose of promoting his work. **Sensitive material is handled in the appropriate manner and steps taken to implement discretion.**

INDEMNITY: (a) It is the Client who must satisfy himself/herself/it's self that all necessary rights, model releases, clearances or consents which may be required for reproduction of people, places or items depicted within any Works are obtained. (b) It is acknowledged that the photographer gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or Works of art depicted in any picture. (c) The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot. (d) In all other cases the Client shall indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

PAYMENT: Michael Whitestone Photography **terms of payment are 21 days from date of invoice please**, unless otherwise agreed in advance in writing. *All costs are subject to VAT. Payment can be made by the Client by BACS, or by crossed cheque made payable to 'Michael Whitestone'. BACS details; Account name of Michael Whitestone. Bank; First Direct .40 Wakefield road, Leeds LS98 1FD. Sort code number; 40-47-84. A/C 70617911.

EXPENSES: Where extra expenses or times are incurred by the photographer as a result of alterations to the original brief by the Client, or otherwise. The Client shall be liable to such extra expenses or fees, in addition to general expenses set out under 'Photographic Rates & Expenses'.

CANCELLATION & POSTPONEMENT: **A booking is considered firm as from the date of confirmation**, and the Photographer will, at his discretion, charge a fee of cancellation or postponement.

IN WRITING: 'In writing' means any exchange of correspondence by letter or email.

ELECTRONIC STORAGE: (a) The Client is to be fully responsible for future storage of images supplied by Michael Whitestone. (b) Manipulation of the image or use of only a portion of the image may only take place with the written permission of the photographer. (c) Michael Whitestone photography will endeavour to maintain back-up copies of all data but no guarantee is provided that additional copies of any or all data will be available at a later date.



VAT number 505 12 79 72

www.michaelwhitestonephotography.co.uk