

Terms and Conditions First in Retail Ltd

Product photography Terms and Conditions of use.

1. Turnaround Times

Turnaround times are counted on working days only (mon-fri, ex holidays), the day after we receive the goods, we operate 2-3 days normally, but these can vary depending on quantity.

2. Prices

All prices are fully inclusive; prices may vary depending on quantity and contract work and are all PLUS VAT

3. Collection and Delivery Service

We operate a collection service for the Manchester Area and is dependent on Qty, if we collect and return in our area there is no charge for the service, to return items outside the area we charge a min of £8.50 up to a max of £17.99 dependant on weight, orders of £500 are returned Free. We are unable to insure your stock via our courier for more than £50 if you require further insurance you must organise collection from us.

4. Paying for your Photography

All prices are exclusive of VAT, which will be charged at 20%. Images must be paid for within 7 days. Payment can be made via cheque or bacs transfer, paypal is available with a 3% surcharge.

5. Downloading your Images

Images are placed in one of our galleries that are customer specific and none public facing, FTP, or disk

6. Cancellation

Jobs can be cancelled at any time prior to them being shot; once we have shot the images payment in full will be required.

7. Privacy Policy & Client Confidentiality

First in Retail Ltd respects your privacy. We do not pass any details on to any third party EVER!

8. Insurance Details

Whilst our client's products are at our studio, or in transit it is the client's responsibility to ensure adequate protection against loss and or damage. We cannot insure goods that do not belong to us; this is a stimulation of our insurers.

9. Photography Brief

Photography will commence following acceptance and mutual understanding of a written or verbal brief provided by our clients. Reshoots that are required and are deemed off brief will be charged at the normal rate.

10. Image Copyright

Images are supplied with an ALL USE LICENCE with the following conditions **

Copyright of all images are accepted by the Client as belonging to First in Retail Ltd. No claim of Copyright can be made by any Client or purchaser of any images provided, and no claims of ownership of any Copyright may be assumed by any Client.

All photographs taken, manipulated, or altered from the original raw image in any way are protected by Copyright law and are registered as such by First in Retail Ltd.

**Images are for the sole use of the client's business website, the client is not authorised to allow images to be used on any other website other than that indicated on the order/invoice, unless other rights/fees have been negotiated; any further usage of images will be deemed an infringement of copyright.

Images may NOT be transferred to another business, or domain name unless other rights have been negotiated; any further usage of the images, regardless of media will be deemed an infringement of copyright.

First in Retail Ltd may use images for their marketing and promotional activities unless agreed otherwise by both parties.

11. Unpaid Invoices

If payment is not made by the due date or in accordance with our clients' specific payment terms & conditions, we reserve our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation.

A fee of £20 (excluding VAT) will be made for each account reminder, duplicate invoice, or any other correspondence, paperwork or phone call involved with the recovery of a debt / unpaid invoice. This is non-refundable and represents time spent pursuing overdue invoices.

The licenced use of images may be withdrawn on unpaid invoices.

12. Force Majeure

First in Retail Ltd. shall have no liability to the client if it is prevented from or delayed in providing its service by acts, events, omissions or accidents beyond its reasonable control, including failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment or machinery, fire, flood, storm or default of suppliers or sub-contractors.

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