

# Mark Duffus Photographer, MD PHOTOGRAPHY

## TERMS OF TRADE

AS RECOMMENDED BY THE SOCIETY OF ADVERTISING, COMMERCIAL AND MAGAZINE PHOTOGRAPHERS  
AND PURSUANT TO THE COPYRIGHT LAWS OF AUSTRALIA

- No work will be undertaken without the signed authorisation of the client
- Copyright is owned by Mark Duffus Photographer on all photographs and design work commissioned, save for express agreement in writing to the contrary.
- Photographs and design are for commissioning party's usage and not to be on sold without Mark Duffus's permission. The usage relates solely to the purpose described in the brief.
- Mark Duffus Photographer has the right of use to all photographs taken for the purposes of self promotion
- The commissioning party undertakes to provide Mark Duffus Photographer with a complete brief by way of a formal written brief or conference report or hand written notes or layouts, signed by the commissioning party.
- Any change to the original brief will require a new estimate. If changes are verbally requested at the production of the work the commissioning party undertakes to be bound by such verbal authorisation and will be responsible for any additional fees and expenses incurred
- The commissioning party should provide Mark Duffus Photographer with an authorised representative during a photographic shoot or when necessary during a design/production assignment. The commissioning party will be bound by any decision or direction given to Mark Duffus Photographer by the representative and accepts any charges or consequences that may result. In the event no representative is present/available the client will be bound to accept Mark Duffus Photographer's interpretation of the brief.
- The commissioning party will indemnify and defend Mark Duffus Photographer against all claims, liability and costs arising out of the commissioning parties' use of any photography or design supplied to the commissioning party by Mark Duffus Photographer.
- In the case of photography: Queries regarding the photographs taken by Mark Duffus Photographer during the assignment must be referred to Mark Duffus Photographer within 7 days of the completion of the assignment.
- In the case of printed materials: No work will be taken to print stage until final film proofs have been approved and signed off by commissioning party.

## FINANCE

- 50% of a job totalling over \$5000 to be received by Mark Duffus Photographer as up front payment prior to job commencement
- 10% reserve contingency applies to all estimates
- In the case of photography: Mark Duffus Photographer reserves the right to charge cancellation fees to the maximum of 40% of the photographic day rate. The commissioning party shall pay all expenses and costs incurred by Mark Duffus Photographer in full. Any cancellations made in less than 24 hours before a scheduled shooting day will be charged at full fee. If Mark Duffus Photographer is rescheduled for a later date, half fee will be charged for the actual shoot.
- Payment is to be made in full, 14 days after the invoice date. The right of usage shall not pass to the client until full payment is received
- Queries regarding invoices issued by Mark Duffus Photographer to the commissioning party must be referred to the Mark Duffus Photographer within 7 days of the invoice date
- Unless specified, the quote does not include local, interstate or international courier fees.
- Any talent fees are to be billed directly to the client.