

Service Terms

■ **Client Confidentiality & Service**

pwp.com guarantees full client confidentiality. No commercial disclosure will be made to any third party.

■ **Copyright, Licence Agreement & Image Use**

pwp.com product is available for commercial use by the original service purchaser only. Product is provided only to the original service purchaser and third party use is not permitted without prior agreement by the service provider (additional usage fees may apply). Quotations & fees cover assignment time and costs but not copyright ownership. Images are supplied for use by, but are not owned by, the service purchaser. No additional usage fee applies for standard size commissioned images and the invoiced assignment fee is the only cost payable, with indefinite use approved, on account settlement, for the original purchaser only. pwp.com retains ownership of commissioned images for portfolio purposes. Other uses are unlikely and will not occur without consultation with the service purchaser. The same copyright, usage and portfolio provisions apply to original pwp.com copy, audio and design assignments. Copyright may be purchased at the owner's discretion.

Copyright of commissioned images belongs to the image creator under Australian law, unless s/he 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. In some cases, wedding photography copyright may reside with the commissioning client. Copyright retention by the photographer does not prevent normal marketing and/or personal use but does mean images may not be reproduced, emailed or altered without the owner's written consent (normal office, marketing and design production requirements excepted).

■ **Sizes, Usage**

Print images from negatives are supplied to the size requested by the purchaser. Standard size digital images are supplied to 12.5cm x 19cm (5 x 7½), enlarged on request to 30cm x 20cm (approx A4), in formats suitable for graphic design (TIFF 14 meg, 360 dpi), website use (JPG approx 50 kb, 500 pixels or as requested) and office print (PDF/JPG, 360 dpi). Images enlarged above 30cm x 20 cm for published marketing use and/or images used for television, literary publication or billboard advertising attract an annual commercial usage fee of \$60.00. Audio files are supplied as .wav or .mp3, with mp3 compression as required.

■ **Stock Images, Renewals**

Stock images are generally available for indefinite non-exclusive single use at published rates. Exclusive stock use attracts an additional fee of half the non-exclusive rate during each calendar year of use from the date of acquisition. Stock product acquired exclusively but not renewed reverts to general availability from 5.00pm on the renewal date. Personal portraiture for private non-commercial use only attracts no further fee after the initial invoice. Commercial voiceovers, phone answer messages and narrations used for more than three years attract a triennial renewal fee of \$60.00.

■ **Complimentary Images, Online Media Libraries**

Complimentary images supplied as a courtesy, or by agreement, which are subsequently used commercially (including commercial use by a third party) are charged for in accordance with published commercial usage fees. Reasonable requests for non-commercial use of complimentary images are welcomed, answered promptly and seldom declined. Use of copyright photographs in downloadable media libraries requires copyright purchase at published rates by the library operator. In this case, pwp.com will retain rights to marketing/portfolio display.

- **Negative Retention, Raw Data**

For copyright reasons, film negatives are generally retained by the copyright owner but may be purchased at the holder's discretion. Unlike domestic digital capture, digital SLR captured image data requires post-processing (re-sampling, sizing, file conversions, cropping, colour/contrast mapping) to ensure industry compliance. 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 except as low resolution watermarked proofs which may not be published. pwp.com may sometimes supply raw data on condition **a/** that the files will not be published or used commercially without the required post-processing; and **b/** that such post-processing will only be undertaken by the copyright holder. Clients wishing to acquire raw data files may be offered copyright purchase, at the holder's discretion, as an alternative.

- **Credits & Links**

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

photo/s by © p cosgrave, photoswordspeople.com

Website credits must link to the photoswordspeople.com homepage, and a reciprocal link will be posted from that site to the user's website on receipt of advice. The reciprocal link will be placed on the pwp.com 'Links' page and 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 twelve (12) months from the date of invoice issue and the expiry date will be advised. Where images are supplied to the media by a client or third party, and a publication credit applies, it is the responsibility of the client or third party to ensure such credit is published by the media outlet.

- **Quotations & Payment**

On receipt of a written brief an accurate quotation, valid for one month, will be supplied. The brief should include the purchaser's phone contact & mailing address and briefly cover the assignment's nature, location, required delivery time and intended use of the service or product. 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 at no cost. In the event of future loss or damage to the purchaser's data they are available at retrieval and dispatch cost only.

- **Service, Satisfaction & Complaints Policy**

pwp.com seeks to ensure 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 reasonably addressed to the full extent of the provider's ability. To discuss any product or service concerns, please call (+612) 4787 6870.

- pwp.com service terms are published on the home page of photoswordspeople.com and advertised on all email headers. The act of service engagement or product purchase signifies the purchaser's agreement to these terms in their entirety.