

STANDARD TERMS AND CONDITIONS



1:- Quotations

Written quotations are valid for 90 days and can be supplied for all Elevated Mast photographic assignments on receipt of clear written instructions from the Client. Detailed written instructions are required to ensure that Burghmuir Limited understand the Clients photographic objectives. We will require our Client to ensure that all relevant permissions have been obtained before work on site can commence. Any restrictions or special access/site requirements must be defined within the written brief submitted by the Client. Burghmuir Limited reserve the right to charge an additional fee should a site survey be required before commencement of work. This must be agreed between both parties in writing before any survey work can start.

We reserve the right to refuse any commissions.

2:- Photographs/Images

Photographs and/or Images will be submitted to the client on a standard agree format. On receipt of full payment for this assignment, Burghmuir Limited will allow the client a full royalty free license to the images provided. Burghmuir Limited will retain the copyright on all photographs/images to allow for future marketing/promoting use only, and will not allow for future selling to any Third Party.

3:- Limitation of Liability – (Weather, Force Majeure and other Constraints)

As with any external photography, a successful assignment is dependent upon suitable weather conditions and for them to be forecast accurately. A decision to photograph on a particular day is normally undertaken at the last practical moment to maximise the chance of suitable weather. Should the weather on the day not be as forecast and the assignment needs to be postponed, then no additional charge to the Client for a return visit to complete the work will be made. Burghmuir Limited will always endeavour to complete its assignments by any proposed completion dates. However, due to weather and other constraints, Burghmuir Limited cannot guarantee completion by any specific dates. It therefore cannot be held responsible for any missed publishing or other deadlines or any other consequences involving the timing of the commission. The completion of work is subject to alteration and cancellation due to any causes beyond our control. Certain specific shots, Included in the brief and quoted to be undertaken, may not be possible on the day for various operational reasons. In this situation, the best possible alternative photographs will be supplied and these will be deemed to fulfil the contract, In any event, the liability of Burghmuir Limited will be limited to the total value of the completed part of the contract with no liability accepted for Indirect and/or consequential loss. Risk of damage to/or loss of the Goods shall pass to the Client on Delivery of the photographs/images. Without limiting the foregoing, the following list shall be regarded as causes beyond Burghmuir Limited reasonable control;

1. Act of God, explosion, flood, tempest, fire or accident.
2. War or threat of war, sabotage, insurrection, civil disturbance or requisition.
3. Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any Governmental, Parliamentary or Local Authority.
4. Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Burghmuir Limited or any third party).
5. Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
6. Power failure or breakdown in equipment or machinery.
7. Failure to obtain requisite permission.
8. Weather constraints.

4: - Public Liability Insurance

Burghmuir Limited has all necessary insurances including Public Liability Insurance with an indemnify of up to two million pounds sterling.

5: - Cancellation

Should the client wish to cancel a commission appointment time for any reason, the Client must give at least 48 hours notice. Should cancellation occur within 48 hours notice, Burghmuir Limited reserves the right to charge up to a maximum of 50% of the assignment fee.

6: - VAT

All prices quoted, unless otherwise stated, exclude VAT. This will be charged at the prevailing rate on the day of invoice.

7:- Payment

Payment terms will be agreed before commencement of the assignment, by completion of a standard order form. Property of the photographs/images will remain with Burghmuir Limited until full payment has been received for this assignment. Thereafter copyright will transfer as detailed within Section 2. Burghmuir Limited reserves the right to charge interest at a rate of 10% per month on any outstanding balance. The time of payment of the price shall be of the essence of the contract.

8: - Legal

This contract shall be governed by the laws of Scotland.

These Terms and Conditions are subject to change without notice.