

Smoke Photography Ltd Terms of Service

Version 1.4, updated January 2021

Turnaround

Standard editing turnaround for photography is 72 hours, and for video is 7 days. Faster turnaround is by arrangement at the time of booking, and will affect the cost. Requests for faster turnaround after the time of booking will be chargeable and will be subject to availability.

Amendments

We stand by our work, and will ensure that it is delivered to a high and professional standard. If amendments are requested due to work not meeting the professional standard represented in our portfolio, amendments will be made free of charge. If amendments are requested that vary the work from the deliverable specified at the time of booking, the editing time will be charged at \$100+GST per hour.

In the instance of video production, instructions relating to the editing style, pace, and structure should be provided to Smoke before the event. As we commence editing immediately after the event, changes to the spec made after the event will be considered additional editing and charged at \$100+GST per hour.

Schedule Accuracy

Our team members are guaranteed to be available for the full duration of the coverage specified in the booking. If, however, the event schedule is adjusted after the booking, the ability to adjust the team member's coverage is subject to availability. If the event does not adhere to schedule on the day, the team member's ability to stay longer than the booked time is subject to their availability. Overtime, or requests to arrive earlier than the specified booking will be charged at \$100+GST per 30 minutes, and are subject to their availability.

Copyright & Usage

All copyrights are retained by Smoke Photography Ltd, and the client is granted a perpetual worldwide commercial usage license. This means the client's business can use the images however they please, but they can not give or sell the material to a third party, with the exception of partners and sponsors that are directly involved in the event.

Acceptable:

Providing the material to a sponsor or partner of the event.

Not acceptable:

Providing the material to the venue or other event suppliers. In this instance, the client should refer the third party to Smoke Photography Ltd to discuss usage.

Payment

All payments are due 14 days after the event. Alternative payment schedules (e.g. net 30 or net 50) must be specified at the time of the booking and will affect the cost of the service. Unless otherwise specified, quotes are made in NZD and are GST exclusive. For international payments, bank fees are to be covered by the client. Payment is by bank deposit only - cheques are not accepted.

Late payment of more than 7 days will incur a \$50 fee. Late payment of more than a month will incur a late payment fee of 8% per month past the due date.

Deposit

Advance payment is not required. Cancellation with advance notice of more than 14 days will incur no fees. Cancellation with less than 14 days' notice, will incur a charge of 50% of the total agreed fee.

Cancellation or postponement due to the event not legally being able to proceed due to pandemic restrictions will incur no fees.