

TERMS AND CONDITIONS

- 1. Definitions** – for the purposes of this agreement the term “Photographer” refers to Ian Forsyth, the author of the Photographs. Ian Forsyth is a sole trader currently working as Ian Forsyth Photography London and with the web address www.ifphoto.co.uk .

“Photographs” means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

The Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party)

The Licence to Use grants use to the Client of the Photographs for a period of 10 years. The Photographer sells the right to reproduce those pictures in a given context.

A Credit means that the Photographer’s name will be printed on or in reasonable proximity to all published reproductions of the Photograph.
- 2. Copyright** – the entire copyright in the Photographs is retained by the Photographer at all times throughout the world. Title to all photographs remains the property of the Photographer.
- 3. Usage** – Licence to Use is granted to Client only for the purposes as stated in written confirmation of job. The Licence to Use comes into effect from the date of payment from the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer’s express permission.

Usage is not to be assigned to a third party. If there is a request from a third party the Photographer’s permission must be obtained before any use for any other purposes than outlined in Licence to Use terms.

Permission to use the Photographs for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed and paid in full, before such further use. The Photographer may also assert his right to a credit. When the Licence to Use has expired the Photographer reserves the right to make an additional charge for continued use after this period.
- 4. Exclusivity** – The Client will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However the Photographer retains the right in all cases to use the Photographs for the purposes of promoting or advertising his work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any other purposes.

5. Client Confidentiality

The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

6. **Data usage** - Your data may be used by the Photographer. We may notify you of any special offers, promotions, seasonal gifts or other products and services, and to advise you of any upcoming events. We may contact you either by post, via e-mail or telephone.

No data will be passed on or distributed to a third party unless requested or agreed.

7. **Booking and cancellation** – a booking is considered firm as from the date of confirmation in writing. Once the client has made a booking for a specific time and date and this date/time has been confirmed the Photographer will not accept any other work from other clients in those times and dates. As a result, if a booking is subsequently cancelled the Photographer reserves the right to charge a fee for cancellation at his discretion. When a studio or an outside resource such as make-up artist or stylist is a necessary requirement of the shoot a deposit will be required in advance and will be non-returnable unless cancellation is within 48 hours of the agreed shoot date/dates.

8. Indemnity

The Photographer agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Client shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

9. Rejection

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

10. **Delivery** – Unless otherwise agreed, the Photographer will supply finished files in high and low resolution on USB drive within timeframe agreed between Client and Photographer.

11. **Payment** – Payment terms are strictly 30 days from the issue of the invoice. Our bank details will be provided on the invoice.

12. **Variation** – these terms and conditions will not be varied except by agreement in writing.