

## Terms and conditions of commissioning and reproduction of images

*These are industry standard terms and conditions courtesy of the Association of Photographers and the Association of Editorial Photographers UK*

**1. Definitions** - In this Agreement the terms (a) image includes a digital image, digital scan, photograph, transparency, negative, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction: (b) reproduction includes any form of publication or copying of the whole or part of any image and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means (c) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

**2. Copyright** - (a) The entire copyright in the images is retained by Limbic Images at all times throughout the world.

(b) Limbic Images supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to the Client whether on its submission, or on Limbic Images' grant of reproduction rights in respect thereof.

(c) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

**3. Use** - (a) The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images before payment in full of the relevant invoice(s) without the express permission of Limbic Images. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.

(b) Reproduction rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.

(c) Limbic Images reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

(d) The client will be authorised to publish the images to the exclusion of all other persons. However, Limbic Images retains the right in all cases to use the images for the purpose of advertising or otherwise promoting Limbic Images. After the exclusion period indicated in the Licence Agreement Limbic Images shall be entitled to use the images for any purpose.

(e) Permission to use the images 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.

(f) Unless otherwise agreed in writing, all further Licences in respect of the images will be subject to these Terms & Conditions.

**4. Client Confidentiality** - (a) Limbic Images will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable Limbic Images to carry out their obligations in relation to the commission.

**5. Indemnity** - (a) While Limbic Images takes all reasonable care in the performance of this agreement generally, they shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.

(b) The Client agrees to indemnify Limbic Images in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by Limbic Images.

(c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Limbic Images gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any image. In the event that the image issued or reproduced by or with the authority of the Client then the Client shall indemnify Limbic Images against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

**6. Payment** - (a) Payment terms are strictly 30 days from date of invoice by crossed cheque made payable to "M J Palmer" or by automated credit transfer (BACS). BACS details will be supplied with our invoice if this is a more convenient method of payment. Proof of postage of remittances is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

*We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment of commercial debts act if we are not paid according to agreed credit terms.*

(b) If payment is not made in accordance with (a) above then Limbic Images may rescind this Agreement and recover damages, or, at their option, may exercise their statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

(c) If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from the issue date, and that Limbic Images may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(d) A fee of £10.00 (including VAT) may be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursual of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

(e) Limbic Images reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of images, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.

(f) On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Limbic Images may at any time thereafter inspect any records, accounts and books relating to the reproduction of their images to ensure that the images are being used only in accordance with the reproduction rights granted to the Client.

**7. Expenses** - (a) Where extra expenses or time are incurred by Limbic Images as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at Limbic Images' normal rate in addition to the expenses shown on the Estimate form as having been agreed or estimated.

**8. Rejection** - (a) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

**9. Cancellation & Postponement** - (a) Once the Client has made a booking for a specific time and date, Limbic Images will not accept any other work from other clients for those times and dates.

(b) As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within one week of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by Limbic Images.

**10. Right to a credit** - (a) If the box on the 'Licence to Use' marked "Right to a Credit" has been ticked Limbic Images' name will be printed on or in reasonable proximity to all published reproductions of the images. By ticking the "Right to a Credit" box Limbic Images asserts their statutory right to be identified as the author of the work in the circumstances set out in Sections 77 to 79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

(b) Unless otherwise agreed in writing if any image reproduced by the Client omits the copyright notice or credit line specified by Limbic Images any fee payable by the Client shall be subject to an increase specified by Limbic Images, and in any event an increase of not less than 25%.

**11. Delivery of images** - (a) Limbic Images will edit every take and deliver digital e-proofs of what they consider to be the best representation of every situation covered. As a result, printed contact sheets will only be supplied to the client if agreed so beforehand and will incur a charge for their production.

(b) All files are delivered as colour Adobe RGB 1998 .tif files or sRGB .jpg files as requested. Client assumes all responsibility for any RGB to CMYK prepress work required. Client agrees to hold harmless Limbic Images from any claims arising from such work. Limbic Images is not responsible for how images render on websites. Limbic Images' liability for all claims shall not exceed in any event the total amount paid under this invoice.

**12. Storage** - (a) Every effort will be made to archive the images indefinitely by Limbic Images. However, Limbic Images makes no warranty about the nature of its archive past the date of first delivery of final images. Clients should treat the delivered files carefully, and we recommend that you keep a safe copy for the duration of the licence.

**13. Applicable Law** - (a) This Agreement shall be governed by the laws of England & Wales.

**14. Variation** - (a) These Terms & Conditions shall not be varied except by agreement in writing.