

Commissioned Photography Terms & Conditions

1: DEFINITIONS

- 1: For the purpose of this agreement the "Client" means the Private Individual, Company, Agency /Agency 's Client commissioning the photography and shall, where the context so admits, include their respective assignees, sub-licencees and successor in title.
- 2: "The Photographer" for the purposes of this agreement will mean Andrew Baskott.
- 3: "Photographs" or "Images" means all photographic material finished by the Photographer, whether transparencies, negatives, prints or any other type of physical electronic material.
- 4: All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the Photographer are the only ones applicable.
- 5: Additional Terms and Conditions proffered by the Client are specifically **excluded** unless agreed to in writing by the Photographer in advance of any work being undertaken.
- 6: It is deemed that the person placing or signing the order for the photographic services of Andrew Baskott is authorised to do so.

2: PAYMENT

Payment is to be made either by cheque or electronic transfer (BACS) within **28 days** of invoice date following satisfactory acceptance of the photographs supplied. In certain circumstances part pre-payment may be required before any work is undertaken. Late payment charges may be made on overdue accounts under the Late Payment of Commercial Debts (Interest) Act 1998, or any amendment or re-enactment thereof.

3: COPYRIGHT

Worldwide copyright © is retained by **Andrew Baskott** at all times.

4: OWNERSHIP

Title to all Photographs remains the property of the Photographer. When the Licence to Use the Images supplied expires then they must be returned to the Photographer and/or deleted from any digital archive held by the Client within 30 days.

5: CLIENT COMMISSIONING BRIEF

The Client Brief must be supplied in writing and be as detailed as possible with regards to the images required. In undertaking the commission the Photographer shall use his best judgement to provide as wide-a-range of images as the subject and/or location and agreed Client budget will allow. However, the Photographer cannot be held responsible for the omission of any images not specifically requested within the Client Brief. **See also clause 10.**

6: CLIENT CONFIDENTIALITY

The Photographer will not disclose to any third parties or make use of any information communicated by the Client in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out the commission.

7: USE

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 supplied before payment in full has been made without the express permission of the Photographer. 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 liquidation or receivership. Images are only to be used by the Client (or the client of the Agency if acting as intermediary) and may **not** be assigned, sold or leased to any third party without the Photographer's written permission. This includes the uploading of images to any photographic picture library. The Use of any image(s) outside of any Licence to Use agreement will normally be granted upon payment of a further mutually agreed fee. Such additional use will only be granted in writing and images may not be used before receiving written agreement. Images used in breach of any Licence to Use will incur further charges. Any Licence to Use is immediately revoked upon the death or bankruptcy of a Client or, if a company, in the event of Resolution, Petition or Order for Winding-up is made against it, or goes into Administration or if a Receiver is appointed.

8: EXCLUSIVITY

For the period of the Licence to Use the Client may use the supplied images exclusively in accordance with the Usage Rights specified in the Licence to Use. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work. After the exclusivity period indicated in the Licence to Use has ended, the Photographer shall be entitled to use the Photographs for any purposes.

9: INDEMNITY

The Client will be responsible for obtaining any clearances required in respect of third party copyright works, trade marks, designs or other intellectual property and indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure by the Client to obtain such clearances. **The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot.** In such circumstances the Photographer will indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances. A fee is charged by the Photographer for undertaking such work and will be specified in the Commission Estimate and/or Confirmation.

10: REJECTION

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

11: RIGHT TO A CREDIT

The Licence to Use requires that the Photographer's name '**Andrew Baskott**' will be printed beside or in reasonable proximity to all published reproductions of the Photograph(s). The Photographer also asserts his statutory and moral right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988, or any amendment or re-enactment thereof.

12: IMAGE MANIPULATION

The manipulation of any image or the use of only a portion of an image may only take place so long as the image is **not** then shown in a detrimental way and that written permission to do so has first been obtained from the Photographer.

13: IPTC METADATA

The removal or alteration of Photographer copyright and contact information contained within the IPTC Metadata embedded within all supplied images is a breach of this agreement and strictly prohibited. In such circumstances the Licence to Use would be revoked.

14: CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer may, at his discretion, charge a fee for cancellation or postponement.

15: ELECTRONIC STORAGE

- 1: Save for the purposes of production for the licensed use(s), Images may not be stored or archived in any form without the written permission of the Photographer.
- 2: Digital data is only stored by the Photographer on the strict understanding that the Photographer is not responsible for the future integrity of that data, or of any failure to retrieve data from the Photographer's own archive.

16: EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of changes to the original brief by the Client or otherwise at their request, the Client shall give written approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate in addition to those fees already agreed and confirmed as part of the original brief.

17: APPLICABLE LAW

This agreement shall be governed by the laws of England and Wales.

18: VARIATION

These Terms and Conditions shall not be varied except by agreement in writing.