

## **T's and C's Help**

Thank you for taking the time to read the terms and conditions set out below, but before you do please let me address some common fears of clients to put your mind at rest.

First of all it's important to understand that these terms and conditions exist to protect you, the client, as much as to protect me and for the most part they only become active in the event something goes wrong. I'm glad to say this is a rare occurrence.

Secondly, some clients express concern about the issue of copyright. Let me lay any concerns to rest and explain a little of why I retain copyright for your benefit.

When your business commissions me to take pictures, I do retain copyright but I also assume that your business will need to use the pictures for a range of purposes be it website, newsletter, press release, internal communications, brochures etc

My fees reflect the uses the images will be put to, and I won't be contacting you every time you place a photo in corporate, promotional material (print or electronic) provided that material is promoting your business and your business alone. (Subject to what we have agreed)

I ask that when I take pictures for your business or organisation, that they are not shared with other organisations for their own communications and PR without my knowledge. Of course if you're sending out a press release, I expect your target publications to be able to publish the images for free in connection with press releases issued by you.

If you and another business or organisation wish to share the photos for joint publicity, let me know and we'll work something out.

The reason I retain copyright isn't just to protect me, it also protects you, the end user of the images. The internet is a great place to do business, but there are many people who would love to steal the images I take for you and use them for their own business. Would you rather I pursue infringers of my own copyright, or do you want to be policing your images yourself?

Another example of the benefits of me retaining copyright is that when you send pictures with a press release I can stipulate to the publications that the images are only to be used in conjunction with that press release. And it'll be me doing the pursuing if a publication misuses the images.

Above all else, if there is anything about the T&Cs (set out below) which you don't understand or don't like, it's very simple to email me or pick up the phone to talk about it.

Thank you for reading this far, and I hope the following is less worrying in the light of what I've set out here.

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TERMS AND CONDITIONS

1. DEFINITIONS

For the purpose of this agreement "the Photographer" is Paul Adams, "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both 'the Agency' and 'the Advertiser' shall be interpreted as references to the Photographers client 'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer.

4. 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 Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. 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 Agency is put into receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without the Photographer's permission. Accordingly, even where any form of 'all media' Licence is granted, the photographer's permission must be obtained before any use of the Photographs for other purposes e.g. use in relation to another product or sublicensing through a photo library. 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. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.

5. PRESS/PR and EDITORIAL USES

- (a) **Internal Use only:** The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site.
- (b) **PR and Press distribution:** The right to use the pictures as described in 4(a); plus a licence for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication.
- (c) **Editorial:** One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

6. 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. 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 Agency 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.

7. PAYMENT

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

8. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses shown overleaf as having been agreed or estimated.

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. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his/her discretion, charge a fee for cancellation or postponement. This is usually 50% of the photography fee if cancelled within 24hrs

11. RIGHT TO A CREDIT

If the box on the estimate and the licence marked 'Right to a Credit' has been ticked the Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box overleaf the Photographer also asserts his/her statutory 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. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image may only take place with the permission of the Photographer. Reasonable cropping to a portion of the image is allowed for editorial purposes as long as this is not to the detriment of the subject matter.

13. APPLICABLE LAW

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

14. VARIATION

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

NOTE for more information on the commissioning of photography and Licenses please visit [www.copyright4clients.com](http://www.copyright4clients.com).

**Website Cookies**

Cookies are used for statistical purposes to track how many individual unique users we have and how often they visit our websites. We collect data listing which of our pages are most frequently visited and by which types of users and from which countries.

You can turn cookies off but if you do this you may not be able to use all services on our website.

By using this site you are agreeing to the use of cookies.

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