

Terms and Conditions Issued by Derek Phillips Photography.

1. **Definitions**

For the purpose of this agreement "the Client" shall where the context so admits include their respective assignees, sublicensees 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 "the Client" shall be interpreted as as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether in electronic format or any other format. "The Photographer" refers to Derek Phillips.
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. When the Licence to Use the material has expired the Photographs must be removed from use and all storage media.
4. **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 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 Client is put into receivership or liquidation. The Licence only applies to the Client and product as stated on the invoice 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 sub licensing through a photo library. Permission to use Photographs for other 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. **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 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 or on the invoice, the Photographer shall be entitled to use the Photographs for any purpose.
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 in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his obligations in relation to the commission.
7. **Indemnity**

While the Photographer takes all reasonable care in the performance of this agreement generally, he shall not, to the fullest extent permitted by law, 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. The Client agrees to indemnify the Photographer in respect of any claims or damages or any costs arising which the Photographer may incur as a result of use of any image supplied to the Client by the Photographer infringing the intellectual property rights of a third party.
8. **Payment**

Payment by the Client will be expected for the commissioned work within 7 days of the issue of the relevant invoice(s). If the invoice is not paid, in full, within 7 days The Photographer reserves the right to charge late payment charges and 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. If the Client wishes to question the invoice, this must be done in writing not more than 7 days after the date of issue of the invoice.
9. **Expenses**

Where extra expenses or time are incurred by the Photographer 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 the Photographer's normal rate to the Photographer in addition to the expenses as having been agreed or estimated.
10. **Rejection**

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

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his discretion, charge a fee for cancellation or postponement.
12. **Right to a Credit**

The Photographer asserts his statutory right to be identified as the author of his work as set out in Sections 77-79 of the Copyright, Designs and Patents Act 1998 or any amendment or re-enactment thereof.
13. **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 or use of only a portion of the image may only take place with the permission of the Photographer.
14. **Applicable Law**

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

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