

Nic Cleave

PHOTOGRAPHY

Award winning Wedding, Portrait and Commercial photography that captures how you 'feel' as well as how you look.

Commissioned Photography Terms and Conditions

You have requested original commissioned photographic material from Nic Cleave Photography hereafter referred to as the 'Photographer'. These terms and conditions for all commercial image commissions are designed to provide you with full details of how the supplied images can be used, along with specific information relating to our image licensing and payment conditions. Please read this document carefully. If you are a new client we will ask you to print this form, sign it and return it to us, **OR** to copy and paste the last paragraph into an email to us stating that you have read it in full and agree with all the terms and conditions detailed below. If you have any questions please don't hesitate to contact us.

IMAGE LICENSING

- 1) Limited Press Release Commissions:** The day, half-day or hourly rate includes a limited PR license. This allows the images supplied to be used for one (1) year from the date of the commission, for Press Release purposes and non-profit editorial purposes only. This includes internal company documents, newsletters, website and local intranet uses, together with self-promotion (non-advertising/commercial,) and supplying to third party press publications for editorial promotional and feature use only (where a copyright photo credit line is required.)
- 2) Extended Press Release Commissions:** The day or half-day rate (no hourly rate available,) includes an extended PR license. This allows the images supplied to be used for five (5) years from the date of the commission, for Press Release purposes and non-profit editorial purposes only. This includes internal company documents, annual reports, newsletters, website and local intranet uses, together with self-promotion (non-advertising/commercial,) and supplying to third party press publications for editorial promotional and feature use only (where a copyright photo credit line is required.)
- 3) Advertising/Commercial Image Licensing:** When images supplied are to be used for commercial/advertising use, a separate image license fee will be charged, in addition to our Extended PR commission rates. The license fee will depend on the intended usage of the images supplied and the duration of that usage. Our license fees are extremely competitive and will be explained on a case-by-case basis.
- 4) Copyright and ownership of all images produced/supplied:** Nic Cleave Photography **never** sells the copyright of any work produced. We retain full copyright of all images under the 1988 UK Copyright Act. If an 'exclusive license' is required we are happy to include this in our license fee. Where no exclusive license is requested, we reserve the right to use any/all images produced during our commissioned work for our own commercial and self-promotional use. We will of course always be sensitive and selective in our use of images, especially where company logo and copyrighted names/brands appear in the images.

TERMS AND CONDITIONS

A. Definitions: "Photographer" refers to any agent of Nic Cleave Photography, "Client" refers to the commissioning party or company named above, its representatives, successors, assigns, agents and affiliates.

B. Payment: **FULL PAYMENT MUST BE RECEIVED BY THE PHOTOGRAPHER 30 DAYS FROM THE DATE OF THE COMMISSION. ANY USE WITHOUT PAYMENT BEING RECEIVED IN FULL BY THE AGREED DATE SHALL BE CONSIDERED AN UNAUTHORIZED USE.** If unauthorized use occurs, the Client agrees that a reasonable and stipulated amount shall be paid by the Client to the photographer for such unauthorized use and such amount shall be **three (3) times** the Photographer's fee, as stated on the payment invoice and image license.

C. Grant of Rights: The granting of reproduction rights hereunder is conditioned upon the Client's acceptance of each term set forth in this agreement, including but not limited to, receipt of payment in full by the Photographer and the placing of the required copyright notice on each use of the Photographer's work (where this is within the control of the client.) All rights not expressly licensed to the Client in writing remain the exclusive property of the Photographer. The duration of the license agreement will be as stated on the supplied image license.

D. Return of Photographs, destruction of digital files or the return of Media: The Client assumes all risk for all photographic material supplied by the Photographer from time of receipt by the Client to time of actual receipt of photographs by the Photographer. The Client agrees to return all such material in undamaged, unaltered and un-retouched condition within thirty (30) days the license expiry date. **The Client agrees to destroy all digital and analogue file copies within one week of the license expiry date.** If the files were sent on digital media, all such material must be returned in an undamaged condition within thirty (30) days or details of how the media was destroyed should be supplied to the photographer within the same 30 day period.

www.niccleave.com email: nic@niccleave.com

577 Clydach Road, Ynystawe, Swansea, West Glamorgan S. Wales, SA6 5AX, UK. Home tel: [44] 01792-429201 Mobile tel: [44] 078-8780-2734

N i c C l e a v e

P H O T O G R A P H Y

Award winning Wedding, Portrait and Commercial photography that captures how you 'feel' as well as how you look.

E. Copyright Protection/Credit Line: For Editorial and Commercial use by the Client, a credit line in the form '**© Year Nic Cleave Photography**' in type no smaller than that of related text must appear adjacent to or within the photograph(s) (where this is within the control of the client.) For third party editorial use the same credit line must appear. The photographer reserves all rights and remedies at law and in equity for damages resulting from breach of its copyright in Photographs used by the Client or any connected third parties as detailed in the 1988 UK Copyright Act.

F. Indemnity: The Client hereby indemnifies and holds the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable legal fees, arising from the Client's use of the Photographer's work. The Client assumes insurer's liability (a) to indemnify the Photographer for all loss, damage, or misuse of any photographs; and (b) to return all photographs prepaid, fully insured, and undamaged, by bonded messenger or overnight delivery service if not destroying the supplied images at the end of the license period.

G. Alterations: The Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without any digitalization or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known without the express permission of the Photographer.

H. Default: In the event of non-payment or other breach of this Agreement by the Client, the Client shall pay all of the Photographer's costs and expenses incurred in connection with enforcement of the terms of this agreement, including the Photographer's reasonable legal fees.

I. Model and Property Releases: The Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein **unless specifically stated in the supplied image license.**

J. Copies and promotional 'tear sheets': The photographer requests that where possible, copies of any printed or digital use of the supplied images be supplied. The photographer shall retain the right to display copies of the use of all photographs, for self-promotional purposes. This includes the use and display of hard copy 'tear sheets', together with the use and display of 'digital tear sheets' on the Photographer's website.

K. Miscellaneous: The Client may not assign or transfer this license. No alterations may be made in any of these provisions without the express written consent of the Photographer.

L. Reshoots: The Client will be charged 100% fee and expenses for any reshoot required by the Client. For any reshoot required because of an act of God, (other than inclement weather which is addressed below) or the fault of a third party, the Photographer will charge no additional fee and the Client will pay all expenses. If the Photographer charges for special contingency insurance and is paid in full for the shoot, the Client will not be charged for any expense covered by insurance. A list of exclusions from such insurance will be provided on request.

M. Cancellations: Cancellations and postponements: The Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Photographer's fee. If notice of cancellation is given less than two (2) business days before the shoot date, the Client will be charged 100% fee. Weather postponements: Unless otherwise agreed, the Client will be charged 100% fee if postponement is due to weather conditions on location and 50% fee if postponement occurs before departure to location.

N. Governing Law: This agreement shall be interpreted and governed by the laws of the UK and Europe, all applicable provincial legislation and international conventions including the World Trade Organization's Agreement on Trade Related Aspects of Intellectual Property Rights. This agreement shall be deemed to be a contract made under the laws of the UK and Europe and for all purposes shall be interpreted in its entirety in accordance with these laws. The Client specifically and irrevocably confers personal jurisdiction over it by the courts of the UK and Europe. The Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience or other rules of conflict. In the event of any award or judgment in favour of the Photographer, or any settlement between the Photographer and the Client, arising from effecting and protecting the Photographer's rights and benefits hereunder and/or any aspect of this agreement, the Client shall pay all costs and expenses incurred by the Photographer and/or the Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

N i c C l e a v e

P H O T O G R A P H Y

Award winning Wedding, Portrait and Commercial photography that captures how you 'feel' as well as how you look.

SIGNED AGREEMENT DECLARATION

After you have read the above terms and conditions carefully, please **EITHER** print this form, sign and date it in the spaces below, and post to us at **Nic Cleave Photography, 577 Clydach Road, Ynystawe, Swansea, West Glamorgan, SA6 5AX.**
OR please email us at nic@niccleave.com and copy the completed short paragraph below into your message.

I (printed name of person responsible for the commission,) _____ holding the position of (position within the company,) _____ within the company of (company name,) _____ hereby declare that I have read and agree to all the terms and conditions provided by the photographer with regards to the commissioning of photographic services from Nic Cleave Photography. I also declare that I am empowered by the company I work for to commission such services and agree with all commission, licensing and payment conditions.

Dated: Month/ Day/ Year/ 20

*FULL PAYMENT IS DUE WITHIN THIRTY (30) DAYS OF THE DATE OF THE COMMISSION.

*CHEQUES SHOULD BE MADE PAYABLE TO '**NIC CLEAVE PHOTOGRAPHY.**'

Thank you for choosing Nic Cleave Photography. We look forward to working with you soon.