

## **TERMS & CONDITIONS**

**Please read:** When accepting the Quote / Estimate, you are accepting these Terms & Conditions.

"Photographer" hereafter refers to Laura Marin. "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 Photographer's client. "

### **COPYRIGHT**

All rights that are not expressly granted shall be reserved by the Photographer. The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

### **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 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. In the event that ownership of the agency is transferred to another legal entity the license will automatically be revoked and a new license must be purchased. 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 eg use in relation to another product or sublicensing through a photolibrary. 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.

The Licence shall be for the usage of the images and subject to the use identified from the period specified from the date of payment on the relevant invoice. Permission to use the Photographs for billboards may be granted upon payment of a further fee, which must be mutually agreed before such further use is made.

### **ADDITIONAL USAGE**

If the client wishes to make any additional uses of the Photographs not covered in the initial agreement, the client shall obtain written permission from the Photographer and pay an additional fee to be agreed upon. Images may not be sold or lent without written permission of the author.

### **EXCLUSIVITY**

The Photographer does not give license exclusivity to "the Agency" and "the Advertiser" unless agreed upon in writing prior to commencement of work. The photographer retains the right to issue secondary licenses through sale of the images produced to 3rd parties. Also, 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/her work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any purposes. Specifics of the license and

exclusivity which are agreed with "the Agency" and "the Advertiser" will be clearly stated on the invoice issued.

#### **PAYMENT**

Payment is required on the same day of the delivery of the images.

#### **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.

#### **RUSH FEES**

50% additional is added to the total cost when delivery of Photographs are required within 24-48 hours and/or weekends is necessary to meet Project Completion Date.

#### **VARIATION OF COMMISSION**

There shall be no variation in the commission without prior agreement. The client agrees to pay additional costs incurred by reason of changes in the brief, including changes made at the time of the shoot. The client is responsible for an authorised representative to be at the shoot, otherwise the Photographer's interpretation will be deemed final and acceptable.

#### **CANCELLATION AND POSTPONEMENT**

A booking is considered firm as from date of confirmation written or otherwise. The Photographer will be entitled to charge a half day fee for cancellation or postponement plus all expenses incurred. If notice of cancellation or postponement is given less than 24 hrs from the commencement of photography, the Photographer will be entitled to charge a full day fee.

In the event of bad weather postponing a shoot, negotiation will be necessary prior to shoot regarding options, otherwise a half day fee will be charged per day of postponement, a full day fee will be charged for postponement whilst on location, plus all additional expenses.

#### **REJECTION**

Unless a rejection fee has been agreed in advance, there is no right of rejection.

#### **RIGHT TO A CREDIT**

Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). 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. The Client may share Photographs on social media.

#### **APPLICABLE LAW**

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