

Nathan Clarke Photography

Terms and Conditions

1. Definitions

- (a) Picture includes a photograph, images, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.
- (b) Reproduction or usage includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.
- (c) the Photographer, Nathan Clarke (t/a Nathan Clarke Photography) is the Author of the photographs / pictures and owner of the copyright in the Picture(s).
- (d) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).
- (f) These terms and conditions represent the entirety of the Licence agreement between the Photographer and the Client. Any variation is only applicable when agreed by the Photographer in advance and in writing.

2. Copyright

All copyright in the pictures is retained by the Photographer and no property or copyright in any pictures shall pass to the client whether on its submission or on the Photographer's grant of a licence to use the pictures. When the Licence to Use the Pictures has expired the Client must cease use of the Photographs and remove or ensure the removal of the Photographs from all storage media.

3. Credit

The Photographer/ Author has asserted his right to a credit in accordance with sections 77 and 78 Copyrights, Designs and Patents Act 1988.

4. Use & Consent

- a) The Licence to use a picture comes into effect from the date of full payment of the relevant invoice(s). Any use before full payment of the invoice, without the express written permission of the Photographer, constitutes an infringement of rights and a breach of this Agreement entitling the Supplier to rescind the Agreement and rendering the client liable for the payment of damages. Any permission that 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.
- b) Usage rights (if and when granted) are strictly limited to the use and period of time specified on the invoice. An agreement must be reached with the photographer before the pictures are used for a different purpose or after the licence to use has expired.
- c) The Licence only applies to the Client and picture as stated on the invoice and its benefit shall not be assigned to any third party, nor may any picture submitted to the Client be loaned or transferred to third parties except for the purpose of the exercise by the Client of such usage rights.
- d) The licence to use the pictures is limited to the use and period of time specified on the invoice and no other use may be made of the Images without the Photographers express permission. An agreement must be reached with The Photographer before Images are used for any other purpose or after the licence to use has expired.
- e) The usage rights granted by the licence are non-exclusive to the client, unless specified on the invoice.
- f) Any usage rights are granted are by way of a licence and no partial or other assignment of copyright shall be implied.
 - i. Electronic use, storage or transmission of images is forbidden without the express written permission of the supplier.
 - ii. The Client will provide any information reasonably requested regarding anti-piracy measures.
 - iii. It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for use or reproduction, are obtained and it is acknowledged that Nathan Clarke Photography gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. If the picture is issued or reproduced by or with the authority of the Client then the Client shall indemnify Nathan Clarke Photography against any loss or damage, proceedings, or costs where such rights, releases or consents have not been obtained.

5. Indemnity

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.

6. Cancellation

When a booking is confirmed in writing, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule (a) When a client cancels photography within less than 24 hours of any confirmed date/time, a fee of 50% of the booked time rate will be charged.

(b) When a client cancels photography on the day of the confirmed date, the full fee will be charged.

(c) The client may be charged for any expenses incurred by The Photographer as a result of cancellation or postponement.

7. Payment Terms & Payment

(a) The Photographer's invoice shall be paid within 30 days of issue unless agreed in advance and in writing.

(b) If payment is not made in accordance with (a) above then the Supplier may rescind this Agreement and recover damages, or, at its option may charge interest on the overdue amount at 4 percent per day on the outstanding balance.

(c) Payments must be made by BACs transfer using the bank details provided on the Invoice, unless payment by another methods has been agreed in advance with the photographer.

8. Applicable Law

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England; (b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.