

## Terms and Conditions

01 IN THIS AGREEMENT the term picture or image includes photography, transparency, negative, design, artwork, painting, engraving, digital image file or any other item which may be offered for the purpose of reproduction; the term reproduction includes any form of publication or copying of the whole or part of any picture whether altered or not and whether by printing, photography, slide projection (whether to an audience or not), xerography, electronic or mechanical reproduction or storage. Or for any use as artist's reference or illustration, or in a layout or presentation.

02 NO VARIATION OF the terms and conditions set out here will be effective unless agreed in writing by both parties. In the event of any conflict between these terms and conditions (including those relating to the time of payment) and those issued or submitted by the Client and in the absence of any contrary agreement in writing these Terms and Conditions shall prevail.

03 PICTURES ARE SUPPLIED on loan and no property or copyright in any picture passes to the Client either on submission of the pictures or on the grant by SJC Photography or reproduction rights for any picture.

04 THE INVOICE lists all the pictures delivered to the Client using the image number as a unique reference. The pictures are presumed to have been received in good condition unless the Client notifies SJC Photography in writing of any discrepancy or error within 14 days of receipt.

05 PERMISSION TO REPRODUCE a picture is granted to the Client by SJC Photography only when a fee for the reproduction has been agreed with SJC Photography and an invoice has been issued by SJC Photography and paid in full by the Client to SJC Photography.

06 IF SJC PHOTOGRAPHY INVOICE is not paid in full within 30 days of issue, SJC Photography may charge interest on the overdue payment at 2.5% per month or part of a month.

07 PERMISSION TO REPRODUCE a picture applies only to the reproduction described in the invoice or licence. In the event of unauthorised reproduction, the Client shall pay by way of liquidated damages to SJC Photography an unauthorised use fee of £250 or double the standard reproduction fee for the use concerned, whichever is the greater.

08 THE RIGHT TO reproduce a picture granted by SJC Photography is personal to the Client and may not be assigned to any third party without SJC Photography prior written consent.

09 THE CLIENT MAY not alter or add to or manipulate a picture by means of computer or any other technique or reproduce a picture in whole or in part as an element within, or as a montage with, another picture without SJC Photography written permission.

10 WHILE SJC PHOTOGRAPHY HAS taken reasonable care to correctly identify, caption and orientate the pictures, it does not accept any liability for loss or damage incurred by the Client or any third party caused by any errors

11 UNLESS SPECIFIED IN writing, SJC Photography makes no claim or warranty as to the existence or validity of connected therewith model or other releases in respect of the pictures or as regards the reproduction by the Client of any names or trade marks depicted in the pictures. It is the Client who must satisfy himself that all necessary rights, releases or consents required for reproduction have been obtained.

12 SJC PHOTOGRAPHY DOES NOT permit "self-billing" by the Client and a licence to reproduce is granted only when the full fee has been agreed with, invoiced by, and paid to

SJC Photography in accordance with condition 05 above.

13 THE CLIENT WILL fully indemnify SJC Photography against any unauthorised reproduction of a picture submitted to the Client made by any third party as a result of or arising out of any breach by the Client of any of these terms and conditions (including but not by way of limitation the Client allowing a picture or a copy thereof to come into the possession of a third party without SJC Photography prior written consent).