

2022

Terms and Conditions for the commissioning and reproduction of pictures and videography from Andrew Heptinstall Photography

1. Definitions

For the purpose of this agreement "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where a client of Andrew Heptinstall Photography (AHP) 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 AHP's client. "Images" means all photographic material furnished by AHP, whether transparencies, negatives, prints, video or any other type of physical or electronic material.

2. Copyright

The entire copyright in the pictures is always retained by Andrew Heptinstall Photography throughout the world and is protected under copyright and only supplied for use by your organisation, unless by prior arrangement. They must not be used by any 3rd party and may not be used for any other purpose other than for your organisation's website, brochure and promotional material or in line with the original brief by your organisation.

Use is restricted until full payment of any invoice unless previously agreed. Terms of use must be conveyed to anyone directed to use the images on your behalf.

All images should be credited to: andrewheptinstall.com

3. Ownership of Materials

Title to all photographs and video remain the property of AHP.

4. Use and Reproduction

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images before payment in full of the relevant invoice(s) or without express permission from AHP. 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. Accordingly, even where any form of 'all media' Licence is granted, AHP's permission must be obtained before any use of the images for other purposes eg. use in relation to another product or sublicensing through a photo library. Permission to use the images 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 images will be subject to these terms and conditions.

5. Exclusivity

The Agency and Advertiser will be authorised to publish the images to the exclusion of all other persons including AHP. However, AHP retains the right in all cases to use the images 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, AHP shall be entitled to use the images for any purposes.

6. Client Confidentiality

AHP 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 AHP to carry out his obligations in relation to the commission.

7. Indemnity

AHP will only be responsible for obtaining clearances in respect of third-party copyright works, trademarks, designs, or other intellectual property if this has been expressly agreed before the shoot. In all other cases the Agency shall be responsible for obtaining such clearances and will indemnify AHP against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. Payment Terms

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days AHP reserves the right to charge 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.

9. Expenses

Where extra expenses or time are incurred by AHP 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 AHP's normal rate.

10. Rejection

Unless a rejection fee has been agreed in advance, there is no right to reject based on style or composition.

11. Cancellation and Postponement

A booking is considered firm as from the date of confirmation and accordingly AHP will, at his discretion, charge a fee for cancellation or postponement.

12. Right to a Credit

If the box "Right to a Credit" has been ticked on the License to Use, AHP's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). AHP also asserts his statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988.

14. Applicable Law

This agreement shall be governed by the laws of England, Wales and Scotland.

15. Variation

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