

# Martin Edwards

## photography

### Terms and Conditions

#### 1. Copyright

The copyright of all photographs is retained by the photographer at all times. Any copying or reproduction, of any kind, without permission is in breach of copyright.

#### 2. Use and Payment

The client is buying a license to use the photographs for the agreed use and no other, and for the agreed time period, if any, both as specified on the invoice. It comes into effect from the date of the job, unless agreed otherwise. The license is granted only on condition that the invoice is paid in full within one month; if it is not, the license will be invalid.

The client cannot reassign the license to anyone else without the photographer's permission.

Permission to use the photographs beyond the terms of the license must be obtained prior to such use, and will normally require an additional, mutually agreed, payment.

In the case of social and domestic photography, the use does not include resale.

If photographs sold as artworks are resold, full copyright details of the photographer must be supplied with them.

Payment for social and domestic photography must be made prior to the shoot as specified on the price lists; a deposit may be required.

#### 3. Ownership of Materials

All negatives, transparencies and digital files remain the property of the photographer. Negatives or transparencies, if supplied, must be returned to the photographer, in good condition, within one month of the license to use expiring, and must be made available to the photographer during the period of the license for self-promotional purposes. Prints and discs may remain in the client's possession, provided they are used only in accordance with the license.

In the case of social and domestic photography, and of prints sold as artistic works, the print remains the property of the client.

#### 4. Exclusivity Period

The photographer will not use or re-sell the photographs during any agreed and specified exclusivity period, except for self-promotional use. After the exclusivity period the photographer may use or re-sell the photographs for any purpose, unless that conflicts with confidentiality or privacy as outlined below.

#### 5. Confidentiality and Privacy

The photographer will not disclose confidential material about the client or their business, except as necessary in order to carry out the commission, unless permission is given. Any content of the photographs which may be confidential must be identified at the time of commissioning the work; in such cases the photographer will not use the photographs for other purposes.

In the case of photography for 'private and domestic purposes', the photographer acknowledges the client's moral right to privacy, though it is assumed that by agreeing the commission the client gives permission to use the photographs solely for self-promotional purposes. This use will not be made if the client informs the photographer that they prefer not to allow it.

#### 6. Permissions

Except as agreed beforehand, the client is responsible for obtaining any clearances or permissions necessary to undertake the commission.

The photographer will not be responsible for any consequences arising from the lack of such clearances or permissions, unless they have specifically undertaken to obtain them.

#### 7. Additional Costs and Cancellation

Any extra costs, materials or time required as a result of the client altering the brief must be paid for at the normal rate. If, after the agreeing the estimate, the client cancels the commission, any costs incurred to that date by the photographer will still be payable.

#### 8. Rejection

Provided the brief has been fulfilled, the client has no right to reject the work on the basis of style, design or composition.

#### 9. Right to a Credit

The photographer asserts the photographer's moral right to have their name printed on or near all published reproductions of the photographs, and to be identified as the author, and the client accepts this when confirming the job. This will be confirmed in writing by marking the relevant box on the invoice when sent.

#### 10. Electronic Storage and Manipulation

Except for the purposes of the licensed use, the photographs must not be stored or transferred electronically without permission.

No part of the photograph be used or manipulated without permission.

#### 11. Variation

Any variation in these terms and conditions must be agreed with the photographer in writing.