

## TERMS AND CONDITIONS

**1. RIGHTS** (a) The entire copyright in the pictures is retained by Alex Rumford at all times. (b) Alex Rumford asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with the Copyright, Designs and Patents Act, 1988. (c) Clients are responsible for ensuring that copyright information is maintained with the image, and that unauthorised copies do not fall into the hands of 3rd parties.

**2. REPRODUCTION** (a) Any reproduction rights granted are by way of licence. No partial or other assignment of copyright shall be implied. (b) Reproduction rights are strictly limited to the use and period of time specified on Alex Rumford's invoice and/or Confirmation of Booking. (c) An agreement must be reached with Alex Rumford before the pictures are used for a different purpose, or after the licence to use has expired. (d) Reproduction rights are only exclusive to the client for a period of one year, unless another agreement has been made. Alex Rumford will at his discretion maintain the Client's exclusivity for photographs, but retains the right to use the photographs in any manner for the purposes of advertising or otherwise promoting his work. Any concerns, or exceptions to this desired by the client must be raised at the point of contract agreement. (e) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted be loaned or transferred to third parties, save for the exercise by the Client of agreed reproduction rights. (f) Alex Rumford reserves the right to refuse to supply or grant a reproduction licence to a third party when requested. (g) On expiry, re-licensing fees are at Alex Rumford's discretion. For similar usage and duration, they are set at no less than 50% of the original commission fee. (h) Alex Rumford takes no responsibility with being able to re-issue works after 180 days from first delivery.

**3. USE** There are four different types of reproduction rights: (a) **Marketing/Publicity** - This includes the right to use the pictures within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; use in the Client's internet and intranet site and owned social media channels; direct marketing material e.g. (named) mailshots to existing customers; portable or temporary publicity material e.g. trade show banners. Plus - press/PR use - a licence for third parties to reproduce such pictures in print / electronic media in an editorial context where no fee has been paid to guarantee publication, and in relation to the client's press-released story only. The licence's duration is for five years, unless otherwise agreed. Paid-for placement i.e. advertising is *not* permitted. (b) **Advertising** - This covers above-the-line material/paid-for media including (but not exclusively): billboards; magazine and newspaper adverts; advertorials; internet advertisements; social media placement on 3rd party channels; indirect marketing e.g. leaflets, flyers displayed or sent to the general public. The licence's duration will depend on the campaign. (c) **Specified Use** - The right to use the pictures for the purpose as described on the invoice. (d) **Editorial** - Single use online and in print.

**4. BOOKING & CANCELLATION** (a) Once the Client has made a booking for a specific time and date, Alex Rumford will not accept any other work from other clients for those times and dates. (b) If a booking is subsequently cancelled, a cancellation fee may be charged to the Client according to the following schedule: cancellation within two weeks of booked date - 30% of the agreed fee; one week - 75%; two days or fewer - 100%. In addition to this cancellation fee, the client may be charged for expenses already incurred, regardless of when the cancellation is made. (c) "Force majeure" - in the unlikely event of total photographic failure, significant transport disruptions, injury or sickness etc. beyond Alex Rumford's control, liability shall be limited to a full refund of any monies paid.

**5. PAYMENT** Payment should be made to Alex Rumford within 28 days of his issuing an invoice. (a) If payment is not made within the standard 28 days then Alex Rumford may rescind this Agreement and recover damages, or may exercise his statutory right to interest under the Late Payment of Commercial Debts (Interest) Act, 1998. (b) In addition to this, a further fee of £15 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone call involved with pursuing the debt. This fee is nonrefundable, and represents the additional time spent pursuing overdue invoices. (c) Alex Rumford reserves the right to suspend ongoing services, such as (but not limited to) other distribution of pictures or agreed commissions, once any invoice issued becomes overdue. (d) Clients wishing to pay from non-UK accounts must confirm this at the time of booking. Any bank fees incurred through the receipt of international payments will be recharged to the client, or added as surcharges to invoices. The client is responsible for ensuring that the cleared balance paid into the photographer's account is the same as that invoiced.

**6. STYLE** (a) Alex Rumford will deliver what he considers to be the best of every situation covered. Alex Rumford's judgment on photographic style and the number of photographs taken shall be deemed to be correct. (b) No addition to, deletion from, alteration or adaptation of a picture may be made without permission. (c) There is no right to reject on the basis of style, aesthetics, composition or editing. (d) If no representative of the client is present during a shoot and in the absence of a specific brief or layout, or where a situation is different to that anticipated, Alex Rumford's judgment is final as to the undertaking of the assignment. Alex Rumford will endeavour to honour requested photographs, but does not undertake to guarantee any specific picture nor incorporate any specific background, location or prop. Alex Rumford reserves the right to delete or withhold any images which are believed to be of a low technical or creative quality. (e) Alex Rumford will supply hi-res and low-res edited jpegs. Digital contact sheets and RAW images will only be provided in exceptional circumstances. (f) The fee covers standard, corrective editing and involves issues such as colour balance, cropping, brightness and contrast, and correcting minor blemishes. It does not extend to cosmetic retouching - of people or things - to alter them from their state as shot. This includes, but is not limited to: removal of logos, background clutter; and body or other object reshaping. These and other retouching services will be quoted as a separate, explicit part of a job, or outsourced where necessary.

**7. LIABILITY** (a) While Alex Rumford takes all reasonable care in the performance of this agreement generally, he shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any picture or its caption. (b) It is the Client who must satisfy himself that all necessary rights, model releases, permissions, permits or consents which may be required for reproduction of photographs are obtained. (c) The Client agrees to indemnify Alex Rumford in respect of any claims, damages or any costs arising from the reproduction of photographs without having obtained the proper and necessary rights and releases.

Existing clients are deemed to have read, understood and agreed to these terms.

**Version 10: March 2022**

## TERMS & CONDITIONS - SOME CLARIFICATION

If copyright is confusing, or if you'd like a little explanation of my terms, pricing etc. then let me address some of these concerns and put your mind at rest. It is not comprehensive, but explains a few of the more important points and common queries. These T&C's also exist to protect you (and many are applicable only in the rare instance of something going wrong). If there is anything which remains unclear, daunting or unsuitable, please contact me.

### RIGHTS & REPRODUCTION

It is standard practice for a photographer to retain copyright in their work - just as a writer or musician does. So when you commission photography, or pay to use photographs already in existence, you do not "own" the images. Instead, you are granted a licence which describes what you can use them for, where, and for how long.

The fee, in part, reflects this licence and the many and varied uses to which the image will be put. A portrait used in one edition of a small-circulation trade magazine will cost less than if that picture were used in a company's online advertising campaign for five years. You need to clarify the intended usage when making a booking.

You pay only for what you need. Later, you may require the images to be used more widely, or extend the licence's duration. It's usually a case of contacting me to discuss amending the agreement.

As copyright holder, a photographer is allowed to re-licence photographs. However, 99% of my commissioned photographs I would consider to be exclusive to the client, and I do not distribute or licence them again. And of those I distribute, there is still a year's exclusivity on them. These would be usually be generic/stock/illustrative pictures, or celebrities (taken out of the context of the commissioned job).

Lastly - and importantly - you *cannot* sell, give away, nor pass on the images to other people, publications or organisations (unless it's part of the agreed usage). So, distribution to newspapers, bloggers etc. for illustration of your story or event is fine - indeed, desirable - but sending them to the conference speaker (say) for their website is not.

Another benefit of my retaining copyright is your protection. Many organisations would happily take images you've commissioned, and use them freely in their own materials. As copyright holder, I can police this. Similarly, if you've sent out a press release together with my images, I can insist the publications don't use the images beyond this remit. So your keynote speaker, staff member or workshop attendee isn't going to be featured in a derogatory article some months later - or at least not without some resulting legal action.

### USE

In the "Confirmation of Booking" form I use, I specify the licence terms. The default licence for most work is **3(a) Marketing/Publicity**. It lasts for five years by default and it allows for the wide range of uses you'd expect, as well as distribution to the media who may also use the pictures, but *only with the press release*. However it is distinct from **3(b) Advertising** defined by paid-for placement, and where details and fee will depend on the campaign - duration, countries, what media etc. It is normally more expensive. **3(c)** and **3(d)** are self-explanatory.

### BOOKING & CANCELLATION

If the job is cancelled, I charge a fee to reflect other work I have had to turn down. If I can't attend a job due to circumstances beyond my control (e.g. illness, severe transport delays) you don't pay, and I will do what I can to find you a suitable replacement. To this end I have a small network of trusted photographers whom I would call upon.

### PAYMENT

I will issue an invoice which should be paid within 28 days. Late payments will incur fees - this is a legal right. I may also charge for each phone call, email or letter which I send in correspondence over the overdue fee. If there are delays beyond your control, just keep me updated and this may suffice, as nobody wants to go down this route!

### STYLE

I judge what I consider the best images from a shoot, and I edit them. I do NOT edit each and every shot, nor do I send unedited shots. I will always try to work to the specifics of a brief, but sometimes it is not possible.

### LIABILITY

The client is responsible for obtaining model releases, permissions and dealing with any legal hurdles etc.

Thanks for reading, and I hope this clarifies any questions you may have had.

### Further information:

*Copyright4clients (also contains information on rates, licensing etc.)* - <http://www.copyright4clients.com>

*Intellectual Property Office* - [www.ipo.gov.uk/copy.htm](http://www.ipo.gov.uk/copy.htm)

*Copyright, Designs and Patents Act (1988)* - <http://www.legislation.gov.uk/ukpga/1988/48/contents>

*Late Payment of Commercial Debts (Interest) Act 1998* - <http://www.payontime.co.uk>