

## 1. Terms and Definitions:

- (a) media includes a video, audio recording, photograph, image, transparency, negative, digital scan, design, artwork, painting, or any other item which may be offered for the purposes of reproduction;
- (b) reproduction includes any form of publication or copying of the whole or part of any media, 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/Videographer/Editor (otherwise known as Peter McClintock or subcontract photographer/videographer/Editor) is the Author of the media.
- (d) the Client is the person or organisation to whom the invoice is addressed.
- (e) CBZ Media administers the licensing of the works of the Photographer/Videographer/Editor, and is a trading name of CBZ Media Ltd. a company registered in England;
- (f) These terms and conditions represent the entirety of the agreement between CBZ Media and the Client. Any variation is only applicable when agreed in advance and in writing;

## 2. Copyright and Ownership of Materials:

- (a) The entire copyright in the media is retained by the Photographer/Videographer/Editor, at all times, throughout the world and is administered by CBZ Media Ltd;
- (b) Title to all media remains the property of the Photographer/Videographer/Editor;
- (c) Media will be licensed for use for a specified period. When the License to Use has expired, the media should be returned to the Photographer/Videographer/Editor and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer/Videographer/Editor reserves the right to make an additional charge for continued use after this period;
- (d) The Photographer/Videographer/Editor, as administered by CBZ Media, supplies the technical and artistic ability to illustrate an idea digitally, and sells the right to reproduce the media in a given context. No property or copyright in any media shall pass to the Client, whether on its submission or on CBZ Media's grant of reproduction rights in respect thereof;

## 3. Use and Reproduction:

- (a) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by CBZ Media.
- (b) Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;
- (c) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on CBZ Media's invoice. An agreement must be reached with CBZ Media before the media are used for a different purpose or after the licence to use has expired;
- (d) Reproduction rights are not issued exclusively to the Client except when specified on the invoice;
- (e) Reproduction rights granted are personal to the Client and may not be assigned, nor may any media submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights;
- (f) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied;
- (g) CBZ Media reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client;

## 4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by CBZ Media and the Photographer/Videographer/Editor to the Client:

- (a) Internal Use only: The right to use the media only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site;
- (b) PR and Press distribution: The right to use the media as described in 4(a); plus a licence for third parties to reproduce such media in print or electronic media in an editorial context where no fee has been paid to guarantee publication;
- (c) Specified Use Only: The right to use the media once only for the purpose as described on the invoice;
- (d) Editorial: One reproduction only of media supplied within one print edition of the specified title in an editorial context only.

## 5. Booking and Cancellation:

- (a) The Client will be required to complete a Booking Form, on receipt of the booking form, CBZ Media will send an email as confirmation. The booking will then be considered Confirmed.
- (b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, CBZ Media will not accept any other work from other clients for those times and dates;
- (c) As a result, once a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels a confirmed booking within 10 business days of any confirmed date, an administration fee of £20.00 (Excl. VAT) may be charged; (ii) When a client cancels photography within less than 10 days business of any confirmed date, a fee of 20% of the booked time rate may be charged. (iii) In addition to this cancellation fee, the client may be charged for any expenses already incurred by CBZ Media.

## 6. Payment Terms:

- (a) Payment terms are strictly net 28 days (four weeks) unless agreed in advance and in writing;
- (b) If payment is not made in accordance with (a) above then CBZ Media may rescind any Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998;
- (d) The Client's right to reproduce media arises only when CBZ Media's invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling CBZ Media to rescind the Agreement and rendering the Client liable for the payment of damages;

## 7. Rejection:

- (a) CBZ Media will edit every take and deliver what it considers to be the best of every situation covered;
- (b) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

## 8. Liability and Indemnity:

- (a) While CBZ Media takes all reasonable care in the performance of this agreement generally, it 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 media or its caption;
- (b) The Client agrees to indemnify CBZ Media in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any media supplied to the Client by CBZ Media;
- (c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that CBZ Media 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 media. In the event that the media issued or reproduced by or with the authority of the Client then the Client shall indemnify CBZ Media against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

## 9. Applicable Law:

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England;

## 10. Client Confidentiality:

The Photographer/Videographer/Editor and CBZ Media will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer/Videographer/Editor or CBZ Media to carry out their obligations in relation to the commission.

## 11. Making Payment

Our terms are strictly net 28 days (four weeks) unless agreed in advance and in writing. Payment by Bank Transfer is preferred, and bank details will be provided on our invoice.