

TERMS AND CONDITIONS

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 Cymon Taylor Productions client 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 Cymon Taylor Productions client.

'Photographs' means all photographic material furnished by Cymon Taylor Productions, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright of the Photographs is retained by Cymon Taylor Productions at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title of all Photographs remains the property of Cymon Taylor Productions. When the Licence to Use the material has expired, the Photographs must be returned to Cymon Taylor Productions in good condition within 30 days.

4. USE

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without Cymon Taylor Productions express permission. 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.

The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without Cymon Taylor Productions permission. Accordingly, even where any form of "all media" licence is granted, Cymon Taylor Productions permission must be obtained before any use of the Photographs for other purposes, e.g. use in relation to another product or sub licensing through a photo library.

Permission to use the Photographs for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed before such further use.

5. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including Cymon Taylor Productions. Cymon Taylor Productions retains the right in all cases to use the Photographs 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 Cymon Taylor Productions shall be entitled to use the Photographs for any purposes.

6. CLIENT CONFIDENTIALITY

Cymon Taylor Productions 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 Cymon Taylor Productions to carry out his obligations in relation to the commission.

7. INDEMNITY

Cymon Taylor Productions agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by Cymon Taylor Productions to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. Cymon Taylor Productions shall only be responsible for obtaining such clearances 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 Cymon Taylor Productions against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. PAYMENT

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 Cymon Taylor Productions reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debts (interest) Act 1998 from the date payment was due until the payment is made

9. EXPENSES

Where extra expenses or time are incurred by Cymon Taylor Productions 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 Cymon Taylor Productions normal rate to Cymon Taylor Productions in addition to the expenses listed on the invoice as having been agreed or estimated.

10. REJECTION

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

11. CANCELLATION & POSTPONEMENT

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

12. RIGHT TO A CREDIT

If the box on the estimate and the licence marked 'Right to a Credit' has been ticked Cymon Taylor's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box on the Licence to Use Cymon Taylor Productions 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 or any amendment or re-enactment thereof.

13. ELECTRONIC STORAGE

Save for the purposes of production for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of Cymon Taylor Productions. Manipulation of the image or use of only a portion of the image may only take place with the permission of Cymon Taylor Productions.

14. APPLICABLE LAW

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

15. VARIATION

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

NOTE: For more information on the commissioning of advertising photography refer to the interim guidelines produced by the Association of Photographers.