



These terms and conditions shall be effective in relation to all dealings with Daniel Buxton Photography. This agreement is governed by International law and is not to be varied except in agreement in writing.

- 01. 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 Daniel Buxton Photography's 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 references to Daniel Buxton Photography's client. "Photographs" means all photographic material furnished by Daniel Buxton Photography, whether transparencies, negatives, prints or any other type of physical or electronic material.
- 02. COPYRIGHT** the entire copyright in the Photographs is retained by Daniel Buxton Photography at all times throughout the world.
- 03. OWNERSHIP OF MATERIALS** Title to all Photographs remains the property of the Daniel Buxton Photography.
- 04. 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 Daniel Buxton Photography's 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 the Daniel Buxton Photography's permission. Accordingly, even where any form of 'all media' Licence is granted, Daniel Buxton Photography's permission must be obtained before any use of the Photographs for other purposes e.g. use in relation to another product or sublicensing 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 (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.
- 05. EXCLUSIVITY** The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including Daniel Buxton Photography. However, Daniel Buxton Photography 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 their work.
- 06. CLIENT CONFIDENTIALITY** Daniel Buxton Photography will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable Daniel Buxton Photography to carry out their obligations in relation to the commission.
- 07. INDEMNITY** Daniel Buxton Photography agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by Daniel Buxton Photography to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. Daniel Buxton Photography 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 Daniel Buxton Photography against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.
- 08. PAYMENT.** Payment by the Agency will be expected when they have received the commissioned images taken or on issue of the relevant invoice. If the invoice is not paid, in full, within 7 days Daniel Buxton Photography reserves the right to charge interest (Late Payment of Commercial Debt (Interest) Act 1998) at 2% over bank rate from the date payment was due until the date payment is made.
- 09. THE DAY** A normal day consists of up to 8 hours, including a lunch break, between the hours of 8am and 7pm. Day also includes time based back in the studio for image processing not just 8 hours of photography. On days, which overrun Daniel Buxton Photography, reserves the right to charge a further fee.
- 10. EXPENSES** Where extra expenses or time are incurred by Daniel Buxton Photography 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 Daniel Buxton Photography's normal rate to the Photographer in addition to the expenses been agreed or estimated.
- 11. INSURANCE** Clients should insure all properties entrusted to Daniel Buxton Photography against all risks
- 12. REJECTION** there is no right to reject on the basis of style or composition.
- 13. CANCELLATION & POSTPONEMENT** a booking is considered firm as from the date of confirmation and accordingly Daniel Buxton Photography will, at their discretion, charge a fee for cancellation or postponement. NOTE any cancellation fee payable may include, additionally, any cancellation charges payable by Daniel Buxton Photography in respect of model fees, stylist fees, set build fees etc.
- 14. RIGHT TO A CREDIT.** If the box on the estimate and the licence marked "Right to a Credit" has been ticked Daniel Buxton Photography's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box Daniel Buxton Photography 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.
- 15. DIGITAL ARCHIVAL** Daniel Buxton Photography accepts no responsibility for long term archival of digital images unless otherwise agreed in writing. However images will be retained as long as possible while they remain retrievable
- 16. IMAGE MANIPULATION.** Manipulation of the image or use of only a portion of the image may only take place with the permission of Daniel Buxton Photography
- 17. APPLICABLE LAW** This agreement shall be governed by the laws of England & Wales and internationally.
- 18. VARIATION** These Terms and Conditions shall not be varied except by agreement in writing.