

## **TERMS AND CONDITIONS OF SUBMISSION AND REPRODUCTION OF PICTURES**

1. In this Agreement the terms (a) PICTURE includes a photograph, transparency, negative, design, artwork, painting, montage, drawing, engraving, or any other item which the Supplier may offer for the purpose of reproduction; (b) REPRODUCTION includes any form of publication or copying of the whole or part of any picture whether 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.

2. No variation of terms or conditions set out herein shall be effective unless agreed in writing by both parties.

3. Pictures are supplied on LOAN and no property or copyright in any pictures shall pass to the Client whether on its submission or on the Supplier's grant of reproduction rights in respect thereof.

5. (a) REPRODUCTION RIGHTS (if and when granted) are strictly limited to the use, period or time and territory specified on the Supplier's invoice and unless otherwise agreed in writing relate to a single publication in a single size with text (if any) in one language only.

(b) Reproduction rights are not granted exclusively to the Client except when specified on the invoice.

(c) Reproduction rights granted are PERSONAL to the Client and may not be assigned, nor may any picture 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.

(d) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

11 (a) Until the Supplier has invoiced the reproduction fee neither party is committed to grant or to acquire any reproduction rights in any picture. After a fee has been agreed and an invoice issued there is a firm and binding contract whereby the Supplier is committed to grant REPRODUCTION RIGHTS and the Client to acquire them. If after such invoicing but before payment, the Client requests CANCELLATION of the reproduction rights the Supplier may in its discretion cancel subject to the Client paying a cancellation fee.

(b) The Client's RIGHT TO REPRODUCE a picture arises only when the Supplier's invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling the Supplier to rescind the Agreement and rendering the Client liable for the payment of damages.

(c) The Client agrees to INDEMNIFY the Supplier in respect of claims or damages or any loss or costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by the Supplier.

12. (a) The Supplier's invoice shall be paid within 30 days of issue save in the case of newspaper, periodical and broadcasting clients where PAYMENT shall be made no later than the end of the calendar month immediately succeeding publication or use.

(b) If payment is not made in accordance with (a) above then the Supplier may rescind this Agreement and recover damages, or, at its option, may charge interest on the overdue AMOUNT at 2% per month on the outstanding balance.

13. On the Client's DEATH OR BANKRUPTCY of (if the Client is a Company) in the event of a Resolution, Petition or Order for winding-up being made against it, or if a Receiver is appointed, the Supplier may at any time thereafter inspect any records, accounts and books relating to the reproduction of the Supplier's pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

14. (a) Unless otherwise agreed in writing, if any picture reproduced by the Client omits the COPYRIGHT NOTICE OR CREDIT LINE specified by the Supplier the reproduction fee payable by the Client shall be subject to an increase of 25%.