

**Jason Alden Photography  
Terms and Conditions**

1. Any client who has not dealt with the Supplier on the terms and conditions set out below and who does not wish to accept such terms and conditions must return all the pictures immediately, properly packed by any means affording proof of delivery and insured to the relevant level of compensation cover. In the case of electronic files containing any of the pictures they must be erased or deleted. The client shall be deemed to have accepted the supplier's terms and conditions if all the pictures are not returned within three days of their receipt by the client in the UK or seven days of their receipt overseas.
2. Any client who has previously dealt with the Supplier on the terms and conditions set out below will be deemed to have accepted them by virtue of having made the request for the pictures referred to above.
3. Any client having booked a job has the right to cancel up to 24 hours in advance at which point they will incur the full agreed cost of the assignment.

**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 may be offered for the purposes of reproduction; (b) REPRODUCTION includes any form of publication or copying of the whole or part of any picture, altered or not, whether by printing photography, slide projection, xerography, artists reference, artists illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.
2. No variation in 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 Suppliers grant of reproduction rights in respect thereof.
  3. (a) Reproduction rights (if and when granted) are strictly limited to the use, period of 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.
4. (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 Clients right to reproduce a picture arises only when the suppliers 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 any 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.
5. (a) The suppliers 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 percent per month on the outstanding balance.
6. On the clients death or bankruptcy or (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 production of the Suppliers pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.
7. The Author has asserted his right to a credit in accordance with sections 77 and 78 Copyrights, Designs and Patents Act 1988.
  - 8(a) Electronic use, storage or transmission of images is forbidden without the express written permission of the supplier.
  - (b) The Client will provide any information reasonably requested regarding anti-piracy measures.
9. Pictures shall not be copied on-loaned or otherwise disposed of and no use whatsoever shall be made of them by the Client without prior written consent of the supplier.
10. While the supplier takes all reasonable care in the performance of this Agreement generally, the supplier shall not be responsible for any loss or damage suffered by the Client or any third party arising from the use or reproduction of any picture or its caption.
11. 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 the Supplier gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture is used or reproduced by or with the authority of the client then the client shall indemnify the supplier against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.
12. This agreement shall be subject to and construed according to English law and the parties agree to accept the exclusive jurisdiction of the courts of England.