

TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES



1. In this Agreement the terms (a) picture includes a photograph, transparency, negative, digital scan, 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 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 Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

2. (a) The entire copyright in the pictures is retained by Tom Howard at all times throughout the world.

(b) Tom Howard supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on Tom Howard's grant of reproduction rights in respect thereof.

(c) Tom Howard asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

(d) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Tom Howard any fee payable by the Client shall be subject to an increase specified by Tom Howard, and in any event an increase of not less than

25%

3. (a) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on Tom Howard's invoice. An agreement must be reached with Tom Howard before the pictures are used for a different purpose or after the licence to use has expired.

(b) Reproduction rights are not issued 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.

(e) Tom Howard 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. The following terms are used when describing the reproduction rights granted by Tom Howard to the Client:

(a) Internal Use only: The right to use the pictures 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 pictures as described in 4(a); plus a licence for third parties to reproduce such pictures 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 pictures once only for the purpose as described on the invoice.

(d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

