

1. DEFINITIONS. For the purpose of this agreement "BVP" means Brampton Valley Photography (Andrew Nickerson). The "Client" is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party). "Photographs" means all photographic material furnished by BVP, whether transparencies, negatives, prints, digital files or any other type of physical or electronic material.

2. COPYRIGHT. The entire copyright in the Photographs is retained by BVP at all times throughout the world.

3. 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 BVP'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 client is put into receivership or liquidation. The Licence only applies to the Client and product as stated on the front of the form and its benefit shall not be assigned to any third party without BVP's permission. Accordingly, even where any form of 'all media' Licence is granted, BVP's permission must be obtained before any use of the Photographs for other purposes eg use in relation to another product or sublicensing through a photolibrary. 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.

4. EXCLUSIVITY. The Client will be authorised to publish the Photographs to the exclusion of all other persons including BVP. However, BVP 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 BVP shall be entitled to use the Photographs for any purposes.

5. CLIENT CONFIDENTIALITY. BVP 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 BVP to carry out his obligations in relation to the commission.

6. INDEMNITY. BVP agrees to indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure by BVP to obtain any clearances for which he was responsible in respect of third Party copyright works, trade marks, designs or other intellectual property. BVP shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Client shall be responsible for obtaining such clearances and will indemnify BVP against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

7. PAYMENT. Payment will be expected within 30 days of the issue of the relevant invoice, unless other terms have been arranged in writing, by crossed cheque payable to Brampton Valley Photography or by automated credit transfer (BACS). BACS details will be supplied upon request. If the invoice is not paid, in full, within 30 days or the agreed period BVP reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

10. EXPENSES. Where extra expenses or time are incurred by BVP as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at BVP's normal rate in addition to the expenses shown on the Estimate form as having been agreed or estimated.

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

12. CANCELLATION & POSTPONEMENT. Once the Client has made a booking for a specific time and date, BVP will not accept any other work from other clients for those times and dates. As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the Client according to the following schedule. When a Client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a Client cancels photography within one weeks of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the Client will be charged for any expenses already incurred by BVP.

13. DELIVERY OF IMAGES. BVP will edit every shoot and deliver digital proofs by email of what he considers to be the best representation of every situation covered. As a result, printed contact sheets will only be supplied to the client if agreed so beforehand and will incur a charge for their production. All files are delivered as colour Adobe RGB 1998 .tif files or sRGB .jpg files as requested. Client assumes all responsibility for any RGB to CMYK prepress work required. Client agrees to hold harmless BVP from any claims arising from such work. Andy Nickerson is not responsible for how images render on websites. BVP's liability for all claims shall not exceed in any event the total amount paid under this invoice.

14. STORAGE. Every effort will be made to archive the images indefinitely by BVP. However, BVP makes no warranty about the nature of its archive past the date of first delivery of final images. Clients should treat the delivered files carefully, and we recommend that you keep a safe copy for the duration of the licence. Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission BVP. Manipulation of the image or use of only a portion of the image may only take place with the permission of BVP.

15. APPLICABLE LAW. This agreement shall be governed by the laws of England & Wales

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