



TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF IMAGES FROM MCATEER PHOTOGRAPH

In this agreement:

(I) The term **image(s)** includes photography, transparency, negative, digital image file and any other items which may be offered for the purpose of reproduction.

(II) The term **reproduction** includes any form of publication or copying of the whole or part of any image whether altered or not and whether by printing, photography, projection, photocopying, electronic or mechanical reproduction or storage, or for use as a reference or in a layout or presentation.

(III) The **Client** is the person or organisation to whom the invoice is addressed and has paid the commissioning or image usage fee.

(IV) **mcateer photograph** is the trading name of mcateer photograph Ltd registered in Scotland.

COPYRIGHT

The entire copyright of all images is retained by mcateer photograph across all territories. In accordance with the Copyright, Designs and Patents Act 1988, mcateer photograph sells the right to reproduce its images in a given context and timeframe. No property or copyright in an image shall pass to the Client at any time. Any reproduction or assignment of reproduction rights of an image without permission is an infringement of copyright.

REPRODUCTION RIGHTS

Permission to reproduce an image applies only to the reproduction as agreed in advance between mcateer photograph and the Client and/or another party acting for the Client. For images commissioned by the Client, this means for general marketing purposes of the image subject and for the duration of the marketing campaign. If required, further clarification should be sought by the Client and requested in writing from mcateer photograph. The right to reproduce a library image is granted for one single agreed purpose for no longer than a period of one year unless otherwise agreed in writing prior to reproduction. An agreement must be reached with mcateer photograph before the image(s) are used for a different purpose or after the agreed timeframe has expired.

Reproduction rights granted are personal to the Client and may not be assigned to a third party, 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. Any use or reproduction by third parties without permission is an infringement of copyright.

The Client will indemnify mcateer photograph against any unauthorised reproduction of an image supplied to the Client and/or another party acting for the Client made by any third party as a result of or arising out of any breach by the Client of any of these terms and conditions.

Reproduction rights are not issued exclusively to the Client. mcateer photograph may, at any time, grant the rights to reproduce an image whether commissioned or from its library to any party at any time. In certain circumstances, mcateer photograph may not grant the right to another party to reproduce an image if its content is deemed to be sensitive or to be in conflict of interest to the Client. The Client should notify mcateer photograph of any circumstances in which this may apply at the time of commissioning.

Whilst mcateer photograph takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any image or its caption.

CREDITS

mcateer photograph may, on occasion, assert its right to be identified as the author of its work and the right to a credit in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. In such instances, mcateer photograph will inform the Client of the correct wording for such acknowledgement.

RIGHTS & RELEASES

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 mcateer photograph gives no warranty or undertaking that any such rights, model releases or consents have 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 an image is issued or reproduced by or with the authority of the Client, then the Client shall indemnify mcateer photograph against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

PERMISSION TO REPRODUCE

Permission to reproduce an image is granted when the fee for the reproduction has been agreed and an invoice issued by mcateer photograph and paid in full by the Client. In certain circumstances, permission may be granted in advance of payment being received. Such permission must be sought in advance of any reproduction.

PAYMENT TERMS

Payment terms are strictly 30 days from the invoice date. If payment is not made within this timeframe, mcateer photograph may exercise its statutory right to add interest under the Late Payment of Commercial Debts (Interest) Act 1998. mcateer photograph reserves the right to demand the withdrawal of all materials that feature the reproduction of its image(s) until payment is made in full and also reserves the right to inform the reason of this withdrawal to third parties to whom this suspension of service affects.

VARIATION

No variation of these terms and conditions shall be effective unless agreed in writing by mcateer photograph.

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