

## **Colin Paterson-Jones**

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### **CONDITIONS FOR USE OF PHOTOGRAPHS**

#### **1. Copyright**

- 1.1 The Photographer retains copyright of all photographs unless otherwise contracted in writing.
- 1.2 No reproduction rights may be sold or transferred to any third party.
- 1.3 Photographs are supplied only for the following use by the client:

#### **2. Risk and Responsibility**

- 2.1 The client accepts on their receipt, full responsibility for any loss, or theft of, or damage to all photographs supplied by the photographer, and retains responsibility for them until returned to the photographer in the condition they were in on receipt.
- 2.2 Photographs will be considered damaged if torn, bent, kinked, stained or scratched or marked in any way so as to render them unfit for reproduction or projection, or prejudice their future selection for use.
- 2.3 For each photograph damaged, or lost, or stolen, the client will pay the photographer within 30 days of the photographer's invoice for this purpose. Payment of such compensation does not in any way affect copyright, and is independent of any other fees paid to the photographer.

#### **3. Payment for Use**

- 3.1 Payment for the use of photographs will be made within 30 days of acceptance by the client for this use unless otherwise specified in writing on this form.

#### **4. Accreditation**

4.1 The photographer will be accredited by name for any of his photographs used by the client.

4.2 One copy of any publication containing reproductions of the photographer's work will be made available free to the photographer within 30 days of publication, unless otherwise specified in writing on this form.

#### **5. Accuracy of Description**

5.1 While the photographer has made every effort to ensure the accuracy of the description and naming of the contents of his photographs, he accepts no responsibility for errors in naming or description in any use of the photographs, nor any losses incurred as a result.

#### **6. Acceptance and Return of Photographs**

6.1 Photographs not selected for use by the client will be returned by:

6.2 Photographs selected for use by the client will be returned by:

6.3 Unless otherwise agreed in writing by the photographer, a retention fee of \_\_\_\_\_ per month or part thereof will be charged to the client for each photograph retained by the client beyond its due date.

#### **7. Further Conditions**

#### **8. Fees**

The following fees will be paid by the client to the photographer for the use stated in paragraph 1.:

#### **9. Description and Number of Photographs supplied:**

**In agreement to these terms and conditions:**

**At:**

**Name:**

**Signed:**

**Date:**

**Organisation:**

