

**Darren Casey Photographer**  
**DCimaging Commercial Photography**

## **TERMS AND CONDITIONS**

Applied to the commissioning and reproduction of photography, photographic images and video from and to Darren Casey Photographer, DCimaging Commercial Photography here referred to as "DCimaging."

### **1. DEFINITIONS**

For the purpose of this agreement "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where DCimaging's client is a direct client, (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Advertiser" shall be interpreted as references to DCimaging's client. "Imagery" means all photographic and video material furnished by DCimaging, whether transparencies, negatives, prints, downloaded file or image, photograph, video clip, video production or any other type of physical or electronic material.

### **2. COPYRIGHT**

In accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988 the entire copyright in the "Imagery" is retained by DCimaging (the original creator) at all times throughout the world. This is only negated when a formal "buyout" has taken place.

#### **2a. BUYOUT**

Where a formal "buyout" of "Imagery" has taken place DCimaging will waive all moral rights in perpetuity.

### **3. OWNERSHIP OF MATERIALS**

Title to all "Imagery" remains the property of DCimaging. When the Licence to Use the material has expired the "Imagery" or any physical material must be returned to DCimaging in good condition within 30 days.

### **4. USE**

The Licence to Use will be stated on the invoice referring to the commission and comes into effect from the date of commission or photo shoot. No use may be made of the "Imagery" before payment in full of the relevant invoice(s) without DCimaging'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 Agency is put into receivership or liquidation. The Licence only applies to the first party or commissioning agency and its benefit shall not be assigned to any third party without DCimaging's permission. Accordingly, even where any form of 'all media' Licence is granted, DCimaging's permission must be obtained before any use of the "Imagery" for other purposes e.g. use in relation to another product or sublicensing through a photo library. Permission to use the "Imagery" 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 "Imagery" will be subject to these terms and conditions. **"Imagery" supplied for immediate Press release (when requested and agreed by DCimaging) will be granted a restricted 30 Day licence with immediate effect.**

### **5. EXCLUSIVITY**

The Agency and Advertiser will be authorised to publish the "Imagery" to the exclusion of all other persons including DCimaging for a limited period. However, DCimaging retains the right in all cases to use the "Imagery" for the purposes of advertising or promoting DCimaging's work unless a formal "buyout" has taken place. After the exclusivity period indicated in the Licence to Use as stated on the invoice DCimaging shall be entitled to use the "Imagery" for any purposes unless a formal "buyout" has taken place.

#### **5a. SYNDICATION**

DCimaging retains the right to resell "Imagery" to any syndication agency unless a formal "buyout" has taken place. This clause overrides any pre-existing agreement an agency may have with another syndication agency and therefore permission must be granted by DCimaging for further use outside the license agreement.

### **6. CLIENT CONFIDENTIALITY**

DCimaging will keep confidential and will not disclose to any third parties or make use of material or information communicated to DCimaging in confidence for the purposes of the assignment, save as may be reasonably necessary to enable DCimaging to carry out the obligations in relation to the commission.

### **7. INDEMNITY**

It is the Agency or Advertiser who must satisfy themselves that all necessary rights, model releases or consents which may be required for "Imagery" reproduction, are obtained and it is acknowledged that DCimaging gives no warranty or undertaking for any such rights. Model releases or consents must be obtained by the Agency and Advertiser 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 "Imagery" issued or reproduced by or with the authority of the Agency and Advertiser then the Agency and Advertiser shall indemnify DCimaging against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

The Agency shall be responsible for obtaining all clearances and will indemnify DCimaging against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

## **8. PAYMENT**

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer 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.

## **9. EXPENSES**

Where extra expenses or time are incurred by DCimaging as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees calculated at DCimaging's assignment rate to DCimaging in addition to the expenses having been agreed or estimated.

### **9a. TRAVEL TIME**

Any assignment undertaken that is located more than 1 (one) hour outside of base location will incur a travel time expense. This is normally calculated as a percentage of assignment rate.

### **9b. Mileage**

Any assignment undertaken that is located more than 1 (one) hour outside of base location will incur a mileage expense. This is normally calculated at the current rate set out by HMRC AMAP.

## **10. REJECTION**

There is no right to reject on the basis of style or composition.

## **11. BOOKINGS, CANCELLATION & POSTPONEMENT**

A booking is considered confirmed and accepted by both parties from the date of confirmation and agreement whether by Email, Booking Form or any other method communicated and accordingly DCimaging will, at their discretion, charge a fee for cancellation or postponement. Bookings cancelled within 24hrs will incur a 100% charge of the original agreed assignment fee. Should for any reason the assignment or booking need to be re-scheduled by either party priority consideration must be given to any existing bookings.

## **12. RIGHT TO A CREDIT**

DCimaging has a "Right to a Credit" and should be printed on or in reasonable proximity to all published reproductions of the "Imagery". By commissioning DCimaging they also assert their statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

## **13. ELECTRONIC STORAGE**

Save for the purposes of reproduction for the licensed use(s), the "Imagery" may not be stored in any form of electronic medium without the written permission of DCimaging. Manipulation of the "Imagery" or use of only a portion of the "Imagery" may only take place with the permission of DCimaging.

## **14. APPLICABLE LAW**

This agreement shall be governed by the laws of United Kingdom

## **15. VARIATION**

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

## **16. PRIVACY AND GDPR**

Our latest GDPR compliant Privacy Policy is now available on the website.

## **17. UPDATES AND CHANGES**

DCimaging reserves the right to alter these terms without prior notification.