



TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES FROM PICKATURE PHOTOGRAPHY

(For Bookings and Cancellations, please see Section 5 & 6 of this document.)

1. Terms and Definitions:

(a) picture includes a photograph, images, 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 Photographer (otherwise known as Cristina Osborne) is the Author of the photograph or the Photographer.

(d) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party);

(e) Pickature Photography administers the licensing of the works of the Photographer, Cristina Osborne (full name, Maria Cristina Gaston Lopez) and is a trading name of Maria Cristina Gaston Lopez, sole trader.

(f) These terms and conditions represent the entirety of the agreement between Pickature Photography and the Client. Any variation is only applicable when agreed in advance and in writing;

2. Copyright and Ownership of Materials:

(a) The entire copyright in the pictures is retained by the Photographer, Cristina Osborne (nee Maria Cristina Gaston Lopez) at all times throughout the world.

(b) Title to all photographs remains the property of the Photographer;

(c) Images will be licensed for use for a specified period. When the License to Use has expired, the images should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of

expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;

(d) The Photographer 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 Pickature Photography' grant of reproduction rights in respect thereof;

(e) Cristina Osborne asserts both her moral right to be identified as the author of her work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988;

(f) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Pickature Photography any fee payable by the Client shall be subject to an increase specified by Pickature Photography, and in any event an increase of not less than 25%.

3. Use and Reproduction:

(a) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by Pickature Photography;

(b) Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;

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

(d) Reproduction rights are not issued exclusively to the Client except when specified on the invoice;

(e) 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;

(f) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied;

(g) Pickature Photography reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client;

(h) In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to Pickature Photography free of charge within two weeks. In other media, evidence of use must be made available if requested;

(i) On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Pickature

Photography may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by Pickature Photography and the Photographer 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.

5. Booking and Cancellation:

(a) A booking is considered Confirmed upon payment of either a deposit or full balance of previously discussed photography package / product.

(b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, Pickature Photography will not accept any other work from other clients for those times and dates;

(c) As a result, once a booking is Confirmed and if it is subsequently cancelled, the client loses his/her deposit; In addition (i) When a client cancels a booking with less than 28 days of the booked date (i.e. Wedding or Event Date), a fee of 30% of the package rate will be charged; (ii) In addition the client will be charged for any expenses already incurred by Pickature Photography; (iii) including photography sessions completed as part of the package (i.e. Engagement and/or Portrait Sessions) for which the FULL PRICE of the session will be charged as a stand-alone item if the session was included at a discounted or complimentary offer.

6. Payment Terms:

(a) Our payment terms are strictly full balance payment required on the day of or prior to the scheduled booking / shoot. If the booking involves more than one shoot, the deadline for payment of the balance is on the day of the final booking.

(b) If payment is not made in accordance with (a) above then Pickature Photography will not proceed with the scheduled booking and will retain all deposit monies paid.

(c) The Client's right to reproduce a picture arises only when Pickature Photography' invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Pickature Photography to rescind the Agreement and rendering the Client liable for the payment of damages;

7. Rejection:

(a) Pickature Photography will edit every take and deliver what it considers to be the best of every situation covered;

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

8. Liability and Indemnity:

(a) While Pickature Photography 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 picture or its caption;

(b) The Client agrees to indemnify Pickature Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Pickature Photography;

(c) 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 Pickature Photography 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 the picture issued or reproduced by or with the authority of the Client then the Client shall indemnify Pickature Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

9. Applicable Law:

(a) This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England;

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

(c) Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.

10. Client Confidentiality:

The Photographer and Pickature Photography will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of

the photography, save as may be reasonably necessary to enable the Photographer or Pickature Photography to carry out their obligations in relation to the commission.

11. Model Release Forms:

The client agrees to return the Model Release Forms signed and filled in in good time prior to the day of shoot. If the client has not returned said forms to the photographer it is assumed that consent has been given as the shoot cannot proceed without giving consent to the photographer to use images taken of the clients (and the entirety of the event covered including the venue, the guests and the location, etc.) at the shoot.