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DAVID  
RIERA  
PHOTOGRAPHY



## TERMS OF BUSINESS Page 1/2

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### 1. IN THIS AGREEMENT THE TERMS

- (a) *Picture* includes a digital image or a photograph 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) artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.
- (c) The *Client* is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

### 2. COPYRIGHT

The entire copyright in the pictures is retained by David Riera Photography at all times throughout the world. David Riera will grant reproduction rights to the client as detailed below.

### 3. REPRODUCTION RIGHTS

- (a) 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.
- (b) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.
- (c) David Riera reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

### 4. REPRODUCTION RIGHTS – TERMS

The following terms are used when describing the reproduction rights granted by David Riera Photography 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. BOOKINGS

- (a) Once the Client has made a booking for a specific time and date, David Riera Photography will not accept any other work from other clients for those times and dates.
- (b) 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 72 hours of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within 24 hours 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 David Riera Photography.

### 6. OUR CONTRACT

- (a) The Client's right to reproduce a picture arises only when David Riera 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 David Riera Photography to rescind the Agreement and rendering the Client liable for the payment of damages.
  - (b) If payment is not made in accordance with (a) above then David Riera Photography may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.
  - (c) If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 28 days from the issue date, and that David Riera Photography may consider these invoices as overdue when pursuing legal action for the recovery of said debts.
  - (d) A fee of £17 (excluding VAT) will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the perusal of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.
  - (e) David Riera Photography reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of pictures, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.
  - (f) 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, David Riera 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.
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- (g) David Riera Photography will edit every frame and deliver what it considers to be the best of every situation covered. As a result, contact sheets (or their digital equivalent) will only be supplied to the client in exceptional circumstances.
- (h) No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of David Riera Photography.
- (i) UNLESS A REJECTION FEE HAS BEEN AGREED IN ADVANCE, THERE IS NO RIGHT TO REJECT ON THE BASIS OF STYLE, COMPOSITION OR EDITING.
- (j) While David Riera 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.
- (k) The Client agrees to indemnify David Riera 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 David Riera Photography.
- (l) 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 David Riera 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 David Riera Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.
- (m) David Riera 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. Unless a "Right to a Credit" has been waived on the Estimate, the Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). Photographer also asserts his/her 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.
- (n) This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England.
- (o) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

### 7. CLIENT CONFIDENTIALITY

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

### 8. EXPENSES

Where extra expenses or time are incurred by David Riera 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 at the Photographer's normal rate to the Photographer in addition to the expenses shown in the Quotation as having been agreed or estimated.

### 9. PAYMENT

Payment should normally be made by crossed cheque made payable to 'David Riera'. BACS details can be supplied upon request. My terms are strictly net 28 days unless agreed in advance and in writing.

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