

philip lennard

PHOTOGRAPHY

www.philiplennardphotography.com

Terms and Conditions for Photographic Assignments & Website Image Usage.

A. **Website Image Usage Terms & Conditions**

All images on the Philip Lennard Photography website are protected under international copyright laws.

The purpose of the website is to show examples of Philip Lennard Photography's work. The images are not intended to be downloaded or used in any way. No image displayed on this website is in the public domain. The copyright may be owned by Philip Lennard Photography, the clients that the images were created for, the subject of the photograph, or a combination of all of these. Any downloading or copying of images for any purpose whatsoever is a breach of copyright and strictly prohibited. Using these pictures without permission is exactly the same as breaking into our studio and stealing something off the shelf. Any unauthorised usage will be legally pursued vigorously.

If you wish to use any of the images on this site, they may be available for licencing but this must be negotiated prior to any use, including any 'rough layouts' or 'mock up page' or to show another photographer as an example of a shooting style.

Please contact us directly if you have any requests for image use.

info@philiplennardphotography.com

B. **Standard Terms and Conditions for Photography Assignments.**

Document also available in PDF format.

1. Definitions

For the purpose of this agreement "the client " shall where the context so admits include their respective assignees, sublicensees and successors in title. "photographs" means all photographic material furnished by Philip Lennard Photography whether transparencies, negatives, prints or any other type of physical or electronic material.

2. Copyright

The copyright in the photographs is owned by and retained by Philip Lennard Photography at all times throughout the world. The Client agrees that Philip Lennard Photography is the sole author of the photographs.

3. Licence to use

The Licence shall be for the territory time and use as agreed and shall come into effect from the date of payment of the relevant invoice(s). No use may be made of the photographs before payment in full of the relevant invoice(s) without Imagery Photographics express permission in writing. The Licence only applies for the use as agreed and does not include any form of electronic or other storage. The Licence cannot be transferred without Philip Lennard Photography express permission in writing.

4. Photographers promotional use

Where an exclusive licence is granted, Philip Lennard Photography will at all times retain the right to use the photographs in any manner and in any part of the world for the purpose of advertising and promoting his work.

5. Ownership of materials

Title to all Photographs remains the property of Philip Lennard Photography. When the Licence has expired the photographs will be returned to Philip Lennard Photography.

6. No Alteration

No alteration or manipulation of the image may be made with out the permission of Philip Lennard Photography.

7. Clients materials

The Client accepts full responsibility for any materials that they supply for use in the photographs and that the materials are adequately insured against loss, damage or liability.

8. Payment

*A \$200.00 booking fee must be paid within 7 days of confirmation of assignment which will be deducted from your final balance.

Balance of payment to be paid on day of assignment.

Where the work is estimated to exceed \$5000.00 inc materials, a payment of 30% of the estimated total will be required at least 14 days prior to assignment.

9. Indemnity

Philip Lennard Photography shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of the photographs or other use by the client. The client shall indemnify Philip Lennard Photography against any claims and/or damages against him as a result of the clients use of the photographs.

10. Client Approval

If the client is not present during the actual photography sessions then Philip Lennard Photography interpretation of the assignment will be accepted. Unless a rejection fee is agreed in advance then there is no right of rejection.

11. Cancellation and postponements

Once Philip Lennard Photography has been commissioned, The Client is responsible for payment of all expenses incurred up to the time of cancellation and Philip Lennard Photography will be entitled to charge a fee for cancellation or postponement at their discretion.

12. Right to a credit

Philip Lennard Photography's name will be printed in reasonable proximity to all published reproductions of the photographs unless agreed otherwise prior to the work commencing.

13. Archiving

The photographs are an original work and Philip Lennard Photography will not archive copies of the photographs unless specifically requested in writing prior to the work commencing. Each photograph is unique and does not have an exact duplicate and may be impossible to replace or recreate.

14. Client Confidentiality

Philip Lennard Photography will ensure confidentiality and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the photography save as may be reasonably necessary to enable him to carry out the work.

15. Variation

These terms shall not be varied except by agreement in writing.

16. Applicable Law

This agreement is governed by the Laws of all Australian states and territories