



HACKER
PHOTOGRAPHY

STANDARD TERMS AND CONDITIONS OF BUSINESS

Commissioned still photography services + Retouching + Design

Contact details:

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1. DEFINITIONS

This agreement contains the entire understanding between James Hacker /Hacker Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties.

"Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. RESERVATION:

(a) Once the Client has made a booking for a specific time and date, James Hacker/ Hacker 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 two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within one weeks 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 James Hacker/ Hacker Photography.

3. COPYRIGHT

(a) The entire copyright in the pictures is retained by James Hacker / Hacker Photography at all times throughout the world.

(b) James Hacker/ Hacker Photography 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 James Hacker/ Hacker Photography's grant of reproduction rights in respect thereof.

(c) James Hacker/ Hacker Photography asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

4. INDEMNITY

(a) While James Hacker/ Hacker Photography takes all reasonable care in the performance of this agreement generally, James Hacker/ Hacker Photography 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 image or its caption.

(b) The Client agrees to indemnify James Hacker/ Hacker Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any image supplied to the Client by James Hacker/ Hacker 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 James Hacker/ Hacker 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 image. In the event that the image issued or

reproduced by or with the authority of the Client then the Client shall indemnify James Hacker/ Hacker Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

5. PAYMENT

The Licence to Use comes 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 James Hacker/ Hacker Photography's express permission.

Any permission that may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or Liquidation.

The Licence only applies to the Client and product as stated on the front of the form and its benefit shall not be assigned to any third party without James Hacker/ Hacker Photography's written permission.

Accordingly, even where any form of 'all media' Licence is granted, James Hacker/ Hacker Photography's permission must be obtained before any use of the Photographs for other purposes e.g. use in relation to another product or sublicensing through a photo-library.

Permission to use the Photographs 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 Photographs will be subject to these terms and conditions.

6. EXPENSES

Where extra expenses or time are incurred by James Hacker/ Hacker Photography as a result of alterations to the original brief by the Client or Agency, or otherwise at their request, the Client shall give approval to and be Liable to pay such extra expenses or fees to James Hacker/ Hacker Photography at a normal rate, in addition to the expenses agreed or estimated.

7. SHOOTING TIME / ADDITIONS

The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. The Client and James Hacker / Hacker Photography agree that cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

8. REJECTION

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

9. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, the Photographer 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/her work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any purposes.

10. CHANGES TO STANDARD TERMS

I reserve the right to make changes to these Standard Terms from time to time.

11. JURISDICTION

Contracts between us will be concluded in the English language and my relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.