



FLAT 2  
97 SHOOTERS HILL ROAD  
BLACKHEATH  
LONDON SE3 7HU

WWW.HELENRIGBY.COM  
INFO@HELENRIGBY.COM  
07956 972806

### 1. DEFINITIONS

"the Client" means the client identified on the booking email, whether a direct client of the Photographer or an agency or an advertiser or otherwise, and the expression "the Client" shall where the context so admits include its respective assignees, sub-licensees and successors in title.

"the Commission" means the commission to take the Photographs undertaken by the Photographer on behalf of the Client in consideration of the fee, details of which Commission are set out in booking email.

"the Fee" means the fee for the carrying out of the Commission by the Photographer and for the grant of the Licence to Use as agreed.

"the Licence to Use" means the licence to use the Photographs granted by the Photographer to the Client following payment of the Fee for the purposes and the period set out in booking email.

"the Photographer" means Helen Chatfield Rigby.

"the Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or digital files.

### 2. COMMISSION

The Client engages the Photographer to carry out the Commission for the Fee and in consideration of the payment of the Fee the Photographer agrees to grant to the Client a Licence to Use the Photographs, on the terms and conditions set out herein.

### 3. COPYRIGHT

The entire copyright of the Photographs is retained by the Photographer at all times throughout the world.

### 4. OWNERSHIP OF MATERIALS

Title to the Photographs remain the property of the Photographer.

### 5. USE

5.1 The Photographer grants to the Client the Licence to Use the Photographs from the date of payment of the Fee in full and for the purposes set forth overleaf. No use may be made of the Photographs before payment in full of the Fee without the Photographers prior agreement.

5.2 Any permission which may be given for prior use will automatically be revoked if full payment of the fee is not made by the due date or if the Client (being a company) has any distress or execution levied against its goods or has a Receiver or an Administrative Receiver appointed over some or all of its property or assets or has a winding up petition presented against it (whether compulsory or voluntarily) or is otherwise unable to pay its debts as they fall due within the meaning of Section 123(1)(e) of the Insolvency Act 1986 or (If an individual partnership) has any distress or execution levied against its goods or has a petition presented against him or any of his partners in bankruptcy or otherwise (in the reasonable opinion of the Photographer) is unable to pay his debts as they fall due.

5.3 The Licence to Use the Photographs is only granted to the Client and its benefit shall not be assigned to any third party without the Photographers express prior written permission. Accordingly, even where any form of "all media" Licence to Use is granted, the Photographers express prior written permission must be obtained before any use of the Photographs for any other purpose, such use relating to another product or sub-licensing through a photo library.

5.4 Permission to use the Photographs for purposes outside of the terms of the licence may be granted in the Photographer's entire discretion upon payment of a further fee, which must be agreed between the parties before such further use.



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## 6. DELIVERY

6.1 The Photographer shall deliver the Photographs by the delivery date stated in the booking email.

6.2 Time for delivery shall not be of the essence of the contract.

6.3 The Photographer shall not in any circumstances be liable to the Client for any loss, whether direct or indirect, or for loss of profit, occasioned by late delivery or on any other grounds whatsoever.

## 7. PHOTOGRAPHERS RIGHT TO USE PHOTOGRAPHS

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 any purpose, including advertising or otherwise promoting his work.

## 8. CONSENT FORMS

If the Commission requires the gathering of signatures on Client consent forms at events such as fun days, large resident gatherings, meetings etc., the Client is responsible for the collection and organisation of these. The Photographer is happy to collect signatures from a small group of people when no Client representative is in attendance for a maximum of 10 persons, e.g. a PR shoot or small meeting coverage. The Photographer cannot be held responsible for any use of images where a consent form has not been signed, or held responsible for images that are deemed unusable because of lack of permission, the Photographer will do their best not to provide images of people where they know consent forms have been signed. The Photographer cannot be held responsible if residents or public decide they do not want to be photographed as part of a Commission, all monies in connection with the Commission must still be paid if the Photographer has attended.

## 9. CONFIDENTIALITY

Each party will keep confidential and will not disclose to any third parties or make use of material or information communicated to it in confidence for the purposes of the Commission, save as may be reasonably necessary to enable the Photographer to carry out his obligations in relation to the Commission.

## 10. INDEMNITY

The client shall be responsible for obtaining clearances in respect of third party copyright works, trade marks, designs or other intellectual property and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

## 11. PAYMENT

Payment by the Client of the Fee for the Photographs is due within 28 days of the issue of the relevant invoice for existing Clients and 14 days for new Clients. If the Fee is not paid on the due date for payment then it shall bear interest on a daily rate basis at the rate of 4% per annum over the base rate for the time being of Barclays Bank Plc, calculated from the date of the relevant invoice until the date of actual payment, as well before as after any judgement.

## 12. EXPENSES

Where extra expenses of time are incurred by the Photographer as a result of alterations to the original brief for the Commission by the Client, or delays, or otherwise at its request, the Client shall be liable to pay such extra expenses or fees at the Photographers standard rate in addition to the expenses shown overleaf as having been agreed or estimated.

## 13. REJECTION

There is no right to reject the Photographs on the basis of style or composition nor to reject the Photographs on the basis of any alleged discrepancy between the colours of the photographic image and the actual colours of the subject matter of the Photographs if any such discrepancy arises by virtue of technical deficiencies in the film or digital processes. All digital files supplied are for visual guidance only. It is the Client's responsibility to prepare and if necessary modify any digitally supplied Photographs to an acceptably suitable standard of colour accuracy and image quality, to which they will subsequently faithfully and accurately record when printed or used in any form of electronic presentation. The Photographer shall not in any



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circumstances be liable to the Client for any loss, whether direct or indirect, or for loss of profit, occasioned by the failure of any digital Photographs supplied to reproduce acceptably.

#### 14. CANCELLATION AND POSTPONEMENT

If the Client wishes to either cancel or postpone the Commission, it must give two working days prior written notice of this to the Photographer. If the photographer has already carried out the Commission, he shall be entitled to charge the Fee in full. If the Photographer has not yet carried out the Commission, then (in the event of postponement) he may immediately invoice the Client for the cost of all expenses and materials already incurred by him and shall be entitled to be paid for them in full before completing the commission, and (in the case of cancellation) the Photographer shall be entitled to invoice the Client for the cost of all expenses and materials already incurred by him together with a cancellation fee of 75% of the Time Costs element of the Fee, without prejudice to his rights in respect of any breach of contract.

#### 15. RIGHT TO A CREDIT

15.1 If the Licence to Use has been marked "Right to a Credit", the Photographer's name must be printed on, or in reasonable proximity to, all published reproductions of the Photographs.

15.2 The Photographer asserts his statutory right to be identified as the author of the Photographs in the circumstances set out in sections 77-79 of the Copyright, Design and Patents Act 1998 or any amendment or re-enactment thereof.

#### 16. FORCE MAJEURE

The Photographer shall not be liable for any failure in the performance of any of his obligations caused by factors beyond his reasonable control.

#### 17. WAIVER

Neither the demand for nor the acceptance of payment made under these terms and conditions nor the failure by the Photographer to enforce any of the terms and conditions at any time or for any period will release or exonerate or in any way affect the liability of the Client or be a waiver of these terms and conditions.

#### 18. NOTICES

Any notice given under these terms and conditions shall be delivered to the address of the other party shown overleaf and shall be delivered by ordinary first class post, fax or electronic mail. A notice shall be deemed to have been served 48 hours after it was posted (if served by post) or at the time of the fax or electronic transmission (if served by fax or electronic transmission).

#### 19. APPLICABLE LAW

This agreement shall be governed by the laws of England and Wales.

#### 20. VARIATION

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