

TERMS AND CONDITIONS

1. DEFINITIONS

The placing of an order by the Client and the acceptance of that order by Plainview Media (hereafter referred to as the Supplier), brings into being a contract on the Supplier's Terms and Conditions as detailed in the following paragraphs. 'Content' means all material furnished by the Supplier, whether photographic or video, in physical or electronic format.

2. COPYRIGHT

The entire copyright in the Content is retained by the Supplier at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Content remains the property of the Supplier, unless stated otherwise. When under a *Licence to Use* agreement, on expiration the Client agrees to delete/destroy all provided Content.

4. LICENCE TO USE

Licence to use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Content before payment in full of the relevant invoice(s) without the Supplier's express permission. Any permission which 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 form and its benefit shall not be assigned to any third party without the Supplier's permission. Accordingly, even where any form of 'all media' Licence is granted, the Supplier's permission must be obtained before any use of the Content for other purposes, e.g. use in relation to another product or sublicensing through a photo library. Permission to use the Content 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 Content will be subject to these terms and conditions.

5. EXCLUSIVITY

The Client will be authorised to publish the Content to the exclusion of all other persons including the Supplier during the licence period. However, the Supplier retains the right in all cases to use the Content 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 initial licence period indicated above the Supplier is entitled to use the Content for any purpose.

6. CLIENT CONFIDENTIALITY

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

7. INDEMNITY

In all cases the Client shall be responsible for obtaining any required clearances and will indemnify the Supplier against any expenses, damages, claims and legal costs arising out of any failure to obtain clearances in respect of third party copyright works, trademarks, designs or other intellectual property. The Supplier shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot.

8. LIABILITY

Neither the Supplier or its agents shall accept liability for any loss or damage of any kind, including consequential damage howsoever caused, to any goods, materials or other property belonging to the Client, whether in transit or whilst in the custody, power or possession of the Supplier. Clients are advised to ensure that material of value is suitably insured against all risks.

9. PAYMENT TERMS

Payment by the Client will be expected within 30 days of the issue of the relevant invoice, unless agreed otherwise. If the invoice is not paid, in full, within the agreed number of days the Supplier reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

10. EXPENSES

Where extra expenses or time are incurred by the Supplier as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at the Supplier's normal rate to the Supplier in addition to the agreed or estimated expenses.

11. DELIVERY

Where applicable appropriate charges will be made for postage and packing, delivery or electronic file transmissions.

12. REJECTION

If no representative of the Client is present during a shoot and in the absence of a specific brief or layout the Supplier's judgement is final. Rejection of the work on aesthetic grounds is not acceptable.

13. CANCELLATION

A booking is considered firm as from the date of confirmation and accordingly the Supplier will, at his/her discretion, charge a fee for cancellation as follows: within 24 hours 100% fee plus any expenses incurred. Within 2-5 working days 50% fee plus any expenses incurred.

14. RIGHT TO A CREDIT

When a credit has been agreed between the Client and Supplier, the Supplier's name ("Plainview Media") will be printed on or in reasonable proximity to all published reproductions of the Content. In addition, the Supplier 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.

15. MANIPULATION OF IMAGES

Manipulation of the Content, or use of only a portion of the Content may only take place with the prior permission of the Supplier.

16. APPLICABLE LAW

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

17. MAILING LIST

The Supplier may add the Client to its mailing list at any time. The Client can inform the Supplier of their wish to opt-out of this at any time.

18. VARIATION

These Terms and Conditions shall not be varied except by agreement in writing.