

TERMS AND CONDITIONS OF SUBMISSION AND REPRODUCTION OF IMAGES

“We and/or “Us” means the picture supplier Tony Howell.

“You” means the person or entity named as client (as addressed on the email).

You will be deemed to have accepted these terms and conditions unless you notify us to the contrary and return the Images to us within 7 days of receipt.

Licence for Use of Images

- 1) The reproduction by whatever means of the whole or any part of any Image is strictly forbidden without our specific permission.
 - 2) No reproduction rights are granted by virtue of delivery of Images unless expressly indicated. Your right to reproduce an Image arises only if the licence terms are agreed. Any reproduction before payment or outside the terms of any licence constitutes an infringement of copyright and also a breach of this Agreement entitling us to claim damages. You must indemnify us in respect of any claims, damages, costs or expenses we incur arising from any reproduction of any Image supplied to you.
 - 3) You must satisfy yourself that all necessary rights and consents which may be required for reproduction are obtained and that the use of any image is not obscene, indecent, libellous or unlawful. We make no claim or warranty with regard to your use of content, names, text, people, trademarks or copyright material depicted in any Image and you will indemnify us in respect of any claims, damages, costs or expenses we incur arising from the use of any Image supplied to you.
 - 4) Reproduction rights (if granted), unless otherwise agreed in writing are
 - a) subject to these terms and conditions and any terms and conditions set out in the licence,
 - b) non-exclusive reproduction rights for single use only. A single use means a reproduction in one size for one edition of a single publication, published in one language only
 - c) strictly limited to the use, period of time and territory stated in the licence
 - d) personal to you and not assignable by you to any third party.
 - 5) If we agree that you may license the use of any Image to any third party, you shall enter into an agreement with such third party to ensure that they are bound by licence terms restricting printing, copying, networking, multiple access or other use of the Images to personal use only, forbidding the assignment, resale, rental and lending of the Image and ensuring that credit is given to us and the author.
 - 6) **You must credit Tony Howell as specified every time an Image is used. Please credit images as** Photo © tonyhowell.co.uk
- For images used on websites,** Photo © [tonyhowell.co.uk](http://www.tonyhowell.co.uk) (as a link to <http://www.tonyhowell.co.uk>) preferably somewhere on the same page, unless the image is used on the Home page, in which case you can place the credit elsewhere on the site at your discretion.
- If you fail to credit the image an additional 50% of the original licence fee will be payable.**
- 7) Images can be altered or manipulated, added to, or have any part deleted as long as the image is not shown in a detrimental way.
 - 8) You must provide us on publication with at least one complimentary copy of any publication in which the reproduction of the Image appears. For websites, please supply me with the website address (URL) when ready, so that I can check usage.
 - 9) You acknowledge that Images are our valuable property, as are any digital images created from the Images.
 - 10) You may not create, store or transmit Digital Images without our permission except so far as is incidentally and wholly necessary to the process of producing items licensed by us. If permission is granted the following conditions apply:
 - 11) Each Digital Image created by you shall be recorded and labelled with the Image reference name or number used by us and our copyright credit information as an integral part of the image file, and held on an electronic database under your sole possession and control.
 - 12) You agree to destroy all Digital Images including any pre-press or pre-production copies of the Images and any copies or records of the Images held on a database within 90 days of the date of receipt of the Images or completion of the maximum production run, or expiry of the licence term, whichever is later.
 - 13) While we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or by any third party arising from use or reproduction of any Image or its caption. Damages for any other breach shall be limited to the licence fee paid by you.
 - 14) Any licence granted will terminate immediately if you (a) die, (b) enter into voluntary or compulsory liquidation; (c) have a receiver appointed; or (d) fail to perform any of your obligations under these Terms and Conditions within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.
 - 15) Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any Image shall vest in us and you hereby assign all such rights arising to us.
 - 16) Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.

These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit the jurisdiction of the English courts, such jurisdiction to be exclusive, save for infringement of copyright or non payment of our invoices where it will be non-exclusive.