

# Terms and conditions

*Sheenah Alcock, Professional photojournalist (2022).*

## 1. DEFINITIONS

For the purpose of this agreement “the Agency” and “the Advertiser” shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where Sheenah Alcock’s client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both “the Agency” and “the Advertiser” shall be interpreted as references to Sheenah Alcock’s client. “Photographs” means all photographic material furnished by Sheenah Alcock, whether digital files, transparencies, negatives, still or moving imagery, with or without audio, prints or any other type of physical or electronic material.

## 2. COPYRIGHT

The entire copyright in the Photographs is retained by Sheenah Alcock at all times throughout the world. All rights reserved.

## 3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of Sheenah Alcock. When the Licence to Use the material has expired the Photographs must be returned to Sheenah Alcock in good condition within 30 days.

## 4. USE

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 Sheenah Alcock’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 Agency is put into receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without Sheenah Alcock’s permission. Accordingly, even where any form of ‘all media’ Licence is granted, Sheenah Alcock’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 or publication archive. 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.

## 5. EXCLUSIVITY

When agreed prior to commission, the Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including Sheenah Alcock. However, Sheenah Alcock 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, including the right to publish “tearsheets” that document the context and use of the Photographs. After the

exclusivity period indicated in the Licence to Use, Sheenah Alcock shall be entitled to use the Photographs for any purposes.

## 6. CLIENT CONFIDENTIALITY

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

## 7. INDEMNITY

Sheenah Alcock agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by Sheenah Alcock to obtain any clearances for which he/she was responsible in respect of third party copyright works, trademarks, designs or other intellectual property. Sheenah Alcock shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Agency shall be responsible for obtaining such clearances and will indemnify Sheenah Alcock against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

## 8. PAYMENT

Unless specified otherwise, payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days (or the specified time), Sheenah Alcock 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. Any publication of photographs in breach of Sheenah Alcock's copyright, including (but not limited to) the publication of non-commissioned work without a licence and commissioned work published beyond the terms of an agreed licence, will be charged at three times Sheenah Alcock's published rate for the use, or £1,000 (one thousand pounds), whichever is the greater amount, for each and every infringement.

## 9. EXPENSES

Where extra expenses or time are incurred by Sheenah Alcock as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees at Sheenah Alcock's normal rate, to Sheenah Alcock, in addition to the expenses having been agreed or estimated. This includes any additional administrative requirements imposed after the fact including, but not limited to, forms, paperwork and accounting approvals not described as part of the original brief. Sheenah Alcock may, at his discretion, reject any additional work requested, not defined in the original brief or not necessary to fulfil the original brief, or may require an additional sum be paid as part of any change to the original brief. Whether payment of an additional sum is agreed or not, the Agency will still be liable to pay the full amount agreed, for the fulfilment of the original brief.

## 10. REJECTION

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

## 11. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation. Sheenah Alcock will, at his discretion, charge a fee for cancellation or postponement of up to 50% of the applicable charge when more than 48 hours notice is given and up to 100% of the applicable fee if less than 48 hours notice is given.

## 12. RIGHT TO A CREDIT

Sheenah Alcock's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). Sheenah Alcock also asserts his statutory right to be accurately 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. Failure to comply and/or incorrect attribution will result in a 100% uplift of Sheenah Alcock 's fee for the use.

## 13. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of Sheenah Alcock . Manipulation of the image or use of only a portion of the image may only take place with the permission of Sheenah Alcock .

## 14. APPLICABLE LAW

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

## 15. VARIATION

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