

TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PHOTOGRAPHS FROM

KRod Photography

1. In this Agreement the terms

(a) picture includes a photograph, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.

(b) reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means

(c) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

2.

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

(b) KRod 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 KRod Photography's grant of reproduction rights in respect thereof.

(c) Katherine Rodden 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.

(d) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by KRod Photography any fee payable by the Client shall be subject to an increase specified by KRod Photography, and in any event an increase of not less than 25%

3.

(a) Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

(b) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights

(c) Any reproduction rights granted are by way of licence and no partial or other assignment assignment of copyright shall be implied.

(e) M KRod Photography reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

4.

The following terms are used when describing the reproduction rights granted by KRod Photography Limited to the Client:

(a) Headshot usage: *self-promotional use by agent and actor/model in his/her capacity as an actor including web, print, Spotlight, CCP and other casting directories, agent mail outs and front of house by employers. Extends to personal social media profiles like LinkedIn/Twitter/Facebook etc... if they support the acting/modelling career. Does not include paid-for advertising, i.e. endorsements. All use subject to accreditation.*

(b) Please note: any editorial placement must be cleared with KRod Photography. e.g. If a newspaper or magazine wishes to use your photos, please ask them to contact me to arrange a license and fee for usage.

5.

(a) Once the Client has made a booking for a specific time and date KRod Photography Limited will not accept any other work from other clients for those times and dates.

(b) KRod Photography reserves the right to rearrange, cancel or postpone a session due to unavoidable circumstances e.g. weather, transportation issues etc.

6.

(a) The Client's right to reproduce a picture arises only when KRod Photography' invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling KRod Photography to rescind the Agreement and rendering the Client liable for the payment of damages.

(b) The Client shall be entitled to select an agreed number of photos from the session to be retouched and used on the terms agreed.

(d) If payment is not made in accordance with (a) above then KRod Photography may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

(e) If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from the issue date, and that KRod Photography may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(g) KRod Photography reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of pictures, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.

7.

On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, KRod Photography may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

8.

(a) KRod Photography will edit every take and deliver what it considers to be the best selection of every situation covered to be delivered in the digital contact sheets.

(b) No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of KRod Photography.

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

9.

(a) While KRod Photography takes all reasonable care in the performance of this agreement generally, it 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 picture or its caption.

(b) The Client agrees to indemnify KRod Photography in respect of any claims or damages or any costs arising in any manner from the reproduction KRod Photography

10.

(a) This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England.

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

PAYMENT

Payment should normally be made by cheque made payable to "KRod Photography" or by bank transfer, via the details supplied in your invoice. Proof of postage of remittances is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

These terms are strictly net 30 days unless agreed in advance and in writing.