

Terms and Conditions

1. Terms and Definitions:

(a) picture includes a photograph, images, 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 Photographer (otherwise known as Chris Hong) is the Author of the photograph or the Photographer.

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

(f) These terms and conditions represent the entirety of the agreement between Wowza Photography and the Client. Any variation is only applicable when agreed in advance and in writing;

2. Copyright and Ownership of Materials:

(a) The entire copyright in the pictures is retained by the Photographer, Chris Hong at all times throughout the world and is administered by Wowza Photography;

(b) Title to all photographs remains the property of the Photographer;

(c) Images will be licensed for use for a specified period. When the License to Use has expired, the images should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;

(d) The Photographer, as administered by Wowza 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 Wowza Photography' grant of reproduction rights in respect thereof;

(e) Chris Hong 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;

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

3. Use and Reproduction:

(a) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received. Wowza Photography reserves the right to make a charge of 50% of the original invoice (excluding expenses) when images are used before full payment has been received;

(b) Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;

(c) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on Wowza Photography invoice. An agreement must be reached with Wowza Photography before the pictures are used for a different purpose or after the licence to use has expired;

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

(e) 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;

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

(g) Wowza 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;

(h) In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to Wowza Photography free of charge within two weeks. In other media, evidence of use must be made available if requested;

(i) 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, Wowza 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.

4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by Wowza Photography and the Photographer to the Client:

- (a) Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site;
- (b) PR and Press distribution: The right to use the pictures as described in 4(a); plus a licence for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication;
- (c) Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice;
- (d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

5. Booking and Cancellation:

- (a) The Client will be required to complete a Booking Form, on receipt of the booking form, Wowza Photography will send an email as confirmation. The booking will then be considered Confirmed.
- (b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, Wowza Photography will not accept any other work from other clients for those times and dates;
- (c) As a result, once a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels a confirmed booking within 10 business days of any confirmed date a fee of 30% of the booked time rate will be charged; (ii) When a client cancels photography within less than 10 business days of any confirmed date, a fee of 50% of the booked time rate will be charged; (iii) When a client cancels photography within less than 3 business days of any confirmed date, a fee of 75% of the booked time rate will be charged; (iv) In addition to this cancellation fee, the client will be charged for any expenses already incurred by Wowza Photography.
- (d) If Wowza Photography – with the agreement of the client – cancels a shoot due to inclement weather/lighting conditions or any other reason beyond Wowza Photography control and the client is unable or unwilling to arrange or agree a suitable new date within either a reasonable and mutually agreed timescale OR 1 calendar month, then the client will be liable to pay 50% of the booked time rate plus any expenses already incurred by Wowza Photography.

6. Payment Terms:

- (a) Our payment terms are strictly net 28 days (four weeks) unless agreed in advance and in writing;
- (b) If payment is not made in accordance with (a) above then Wowza Photography may rescind any 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;
- (c) A fee of £25 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuance of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices;
- (d) The Client's right to reproduce a picture arises only when Wowza Photography's 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 Wowza Photography to rescind the Agreement and rendering the Client liable for the payment of damages;
- (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 28 days from the issue date, and that Wowza Photography may consider these invoices as overdue when pursuing legal action for the recovery of said debts;

7. Rejection:

- (a) Wowza Photography will edit every take and deliver what it considers to be the best of every situation covered;
- (b) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

8. Liability and Indemnity:

- (a) While Wowza 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 Wowza Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Wowza Photography;
- (c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Wowza Photography gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered

or copyright designs or works of art depicted in any picture. In the event that the picture is issued or reproduced by or with the authority of the Client then the Client shall indemnify Wowza Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

9. Applicable Law:

(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.

(c) Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.

10. Client Confidentiality:

The Photographer and Wowza Photography will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer or Wowza Photography to carry out their obligations in relation to the commission.

Making Payment

Our terms are strictly net 28 days (four weeks) unless agreed in advance and in writing.

Payment by BACS is preferred and bank details will be provided on our invoice. We also accept payment by cheque and crossed cheques should be made payable to "Northlight IT Ltd.". Please note, when making payment by cheque, 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.