

# Standard Terms and conditions for assignment photography

## 1. Definitions

For the purpose of this agreement "the client " shall where the context so admits include their respective assignees, sublicensees and successors in title. "photographs" means all photographic material furnished by Christopher Shain whether transparencies, negatives, prints or any other type of physical or electronic material.

## 2. Copyright

The copyright in the photographs is owned by and retained by Christopher Shain at all times throughout the world. The Client agrees that Christopher Shain is the sole author of the photographs.

## 3. Licence to use

The Licence shall be for the territory time and use as agreed and shall come 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 Christopher Shain's express permission in writing. The Licence only applies for the use as agreed and does not include any form of electronic or other storage. The Licence cannot be transferred without Christopher Shain's express permission in writing.

## 4. Photographers promotional use

Where an exclusive licence is granted, Christopher Shain will at all times retain the right to use the photographs in any manner and in any part of the world for the purpose of advertising and promoting his work.

## 5. Ownership of materials

Title to all Photographs remains the property of Christopher Shain. When the Licence has expired the photographs will be returned to Christopher Shain.

## 6. No Alteration

No alteration or manipulation of the image may be made with out the permission of Christopher Shain.

## 7. Clients materials

The Client accepts full responsibility for any materials that they supply for use in the photographs and that the materials are adequately insured against loss, damage or liability.

## 8. Payment

Payment by the client will be required for the right to use the photographs as provided within 14 days of the issue of the relevant invoice. Late payment fees will become applicable for any unpaid money after that time. Where the work is estimated to exceed \$5000.00 inc materials, a payment of 30% of the estimated total will be paid before the work commences.

## 9. Indemnity

Christopher Shain shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of the photographs or other use by the client. The client shall indemnify Christopher Shain against any claims and/or damages against him as a result of the clients use of the photographs.

## 10. Client Approval

If the client is not present during the actual photography sessions then Christopher Shain's interpretation of the assignment will be accepted. Unless a rejection fee is agreed in advance then there is no right of rejection.

## 11. Cancellation and postponements

Once Christopher Shain has been commissioned, The Client is responsible for payment of all expenses incurred up to the time of cancellation and Christopher Shain will be entitled to charge a fee for cancellation or postponement at his discretion.

## 12. Right to a credit

Christopher Shain's name will be printed in reasonable proximity to all published reproductions of the photographs unless agreed otherwise prior to the work commencing.

## 13. Archiving

The photographs are an original work and Christopher Shain will not archive copies of the photographs unless specifically requested in writing prior to the work commencing. Each photograph is unique and does not have an exact duplicate and may be impossible to replace or recreate.

## 14. Client Confidentiality

Christopher Shain will keep confidential and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the photography save as may be reasonably necessary to enable him to carry out the work.

## 15. Variation

These terms shall not be varied except by agreement in writing.

## 16. Applicable Law

This agreement is governed by the Laws of New South Wales.