

SCHOTT

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TERMS & CONDITIONS

CONDITION PRECEDENT

These Terms and Conditions govern every contract made between Ben Schott for the supply of goods and services by Ben Schott to any person, firm or company ("the Client"). They shall also prevail over any written Terms and Conditions of the Client.

"Photographs" means all photographic material furnished by Ben Schott, whether transparencies, negatives, prints or any other type of physical or electronic material.

COPYRIGHT ©

The entire Copyright in the Photographs is retained by Ben Schott at all times throughout the world.

OWNERSHIP OF MATERIALS

Unless otherwise specified by Ben Schott in writing, title to all Photographs remains the property of Ben Schott. When the Licence to Use the material has expired the Photographs must be returned in good condition to Ben Schott within 30 days.

LICENCE TO USE

The Licence to Use comes into effect following payment of the relevant invoice(s). No use may be made of the Photographs without a written Licence to Use, or before payment in full of the relevant invoice(s), without written permission.

Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation.

The Licence only applies to the Client as stated on the front of the agreement and its benefits shall not be assigned to any third party without the written permission of Ben Schott.

Permission to use Photographs for purposes outside the terms of the licence will normally be granted upon payment of a further fee, which must be mutually agreed before such further use.

Reasonable access to all Photographs will be granted by the Client to Ben Schott for the purposes of advertising or otherwise promoting his work.

The Client warrants to take every possible care of all Photographs when in their possession or when in transit.

ESTIMATES AND EXPENSES

Estimates are only guides to the expected cost of a commission and are subject to variation depending on the exact circumstances of the shoot, fluctuations in prices, and any changes made by the Client to the brief. Any normal and/or reasonable expenses incurred in the course of completing the commission will be charged to the Client in full.

Where extra expenses or time are incurred by Ben Schott as a result of alteration to the original brief by the Client, or otherwise at their request, or by circumstances beyond Ben Schott's control, the Client shall give approval to and be liable to pay such extra expenses or fees at Ben Schott's normal rate in addition to the expenses that have been agreed or estimated.

PAYMENT

Payment by the Client will be expected for the commissioned work within 30 days of the issue of the relevant invoice(s).

VALUE ADDED TAX (VAT)

VAT will be charged at the prevailing rate.

CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly Ben Schott will, at his discretion, charge a fee for cancellation or postponement in addition to any expenses which may have been incurred.

REJECTION AND NON-USAGE

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

Work that is accepted, and then not used by the Client, will be paid for in full.

RIGHT TO A CREDIT

Ben Schott's name will be printed in reasonable proximity to all published reproductions of the Photograph(s). Ben Schott asserts his statutory right to be identified in the circumstances set out in Section 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

ELECTRONIC STORAGE & MANIPULATION

Save for the purpose of production for the licensed use(s), the Photographs may not be stored in any form of electronic medium, nor may they be transmitted in any form on the Internet, without the written permission of Ben Schott. Manipulation, montage or cropping of the image(s) may only take place with the written permission of Ben Schott.

APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales.

VARIATION

These terms & conditions shall not be varied except by agreement in writing by Ben Schott.

ACCEPTANCE

Confirmation of commission and/or acceptance of Photographs from Ben Schott implies acceptance of the foregoing Terms and Conditions.

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