

THE CONTRACT (section 1)

THE HERITAGE TRAIL IMAGE LIBRARY STOCK PHOTOGRAPHY CONTRACT

THE STUDIO 24 BRISTOL WAY SLEAFORD LINCOLNSHIRE NG34 7AE
Tel / Fax: +44 (0)1529 303691 E-Mail: info@theheritagetrail.co.uk Web Site: <http://www.theheritagetrail.co.uk>

DATE

THE PHOTOGRAPHER
ADDRESS:

(the Photographer)

THE IMAGE LIBRARY
ADDRESS:

(the Image Library)

THT IMAGE LIBRARY
The Studio
24 Bristol Way
Sleaford
Lincolnshire
NG34 7AE

This Agreement shall be

Non-Exclusive

Fee

50%

Territory

World

Initial Term

FIVE years

I agree to the Agreed Terms attached.

Signed:

.....
.....
[Signature Line]

The Photographer

The Image Library

Laurie Jonas, THT Image Library

The Heritage Trail Image Library

Stock Photographers Contract

The Heritage Trail Image Library The Studio 24 Bristol Way Sleaford Lincolnshire NG34 7AE
Tel/Fax: +44 (0)1529 303691 E Mail: info@theheritagetrail.co.uk Web Site: http://www.theheritagetrail.co.uk

THE AGREED TERMS (section 2)

- | | | |
|------------------------------|-----|--|
| The Material | 1] | The photographer has created the original photographs in colour or b/w (the material). The definitions set out on the front page of this agreement are incorporated herein. |
| Delivery and Property | 2] | The photographer undertakes to deliver the material, correctly and properly captioned to the library, on the signing by both parties of this agreement. Property in the material remains with the photographer who shall, at her/his discretion, insure the replacement value thereof. While proper care will be taken of the material the library cannot and shall not be responsible for any loss or damage to the material however caused. |
| Warranties | 3a] | The Photographer warrants: <ul style="list-style-type: none">• that the material is her/his original work• that she/he has not entered into any agreement in respect of the material which would adversely affect the rights granted other than arrangements and restrictions specifically noted to the library• that he/she owns the copyright of all the material• that unless (and to the extent that this is) specified in writing to the library he/she holds all appropriate consents from copyright owners, in respect of photographs reproducing other copyright material [e.g. paintings]• that if appropriate a model release is available in relation to all persons shown in the material unless stated to the contrary and• that she/he has the full power to make this agreement |
| Undertakings of Photographer | 4a] | The Photographer undertakes: <ul style="list-style-type: none">• not to assign, license or otherwise dispose of the copyright in the material• not to license, assign or dispose of any interest in other photographs (such as out-takes or photograph showing similar subject matter) which for any reason may cause confusion or which may derogate from the rights granted by this agreement without the libraries prior permission• to indemnify the Library against any loss, costs, claims, proceedings, damage or expense occasioned to the library in consequence of any breach of the warranties, these undertakings or this agreement. |
| | 4b] | The Photographer: <ul style="list-style-type: none">• will not be liable for indemnities arising from omission, alterations or deletions from the captions supplied by him/her for passing on to the client.• is free to submit any of his/her images to competitions. |
| Right & Assignments | 5] | In consideration of the payments below the photographer grants to the library the right to license the reproduction of the material to third parties for the term of this agreement in the territory specified. The agreement shall be non-exclusive. |
| Payments | 6] | The library shall act as an independent license or in respect of the material and does not act as agent for the photographer. As a license fee, the library shall pay to the photographer all and any monies received by it in respect of the use or exploitation of the material less the fee in respect of all such monies plus VAT thereon. The library will settle with the photographer within 30 days of the end of each quarter in respect of all invoices paid during such period. |
| Audit | 7] | The photographer has the right, upon written request, to appoint an auditor to examine the account books of the library insofar as they relate to the sales of the material. This audit will be at his/her own expense but should an error in excess of 10% of sums due be discovered during such audit, the library will pay the reasonable fees of such auditor. |
| Option | 8a] | During the continuance of this agreement the library would like first option on future photographs in the main areas of UK Heritage, UK Scenic & World Heritage interest, but excluding commissioned photography and photographs for the personal use of the photographer |
| | 8b] | Any photographs given by the photographer to the library will be on the same terms as this agreement unless agreed otherwise in writing by both parties. |

Term	<p>9a] The agreement will last for the Initial term from the date of this agreement. Thereafter the agreement shall continue indefinitely until terminated by at least 12 months written notice of termination to expire on or after the expiry of the initial term.</p> <p>9b] Either party may terminate this agreement by notice in writing to the other in the event that the other goes into liquidation or receivership or an administrative receiver is appointed over all or any part of its assets or a meeting of creditors is called or breaches any term of this agreement which breach is incapable of effective remedy or breaches any term of this agreement which is capable of remedy but which is not remedied within thirty days of the date of a notice specifying the breach and requiring that party to comply with that term.</p> <p>9c] Termination shall not prejudice licensing agreements then existing or licenses issued by the library or any negotiations which the Library has properly entered into with any third party prior to the date of termination.</p> <p>9d] After termination no further licenses shall be granted and the material shall be returned to the photographer as soon as reasonably practicable after termination and in any case all reasonable endeavors will be made by the library to return the material within 12 months of termination</p>
Sole, Exclusive or non-exclusive	<p>10] If this license is declared to be a sole license then the photographer undertakes not to appoint another licensee or agent within the territory, UK Heritage, UK Scenic & World Heritage, but may sell directly to end users. If this agreement is stated to be exclusive, the photographer undertakes not to grant any licenses to any person other than through the library and, in any case, undertakes to pay the fee in respect of all licenses of the material during the subsistence of this agreement whether or not procured by the active endeavors of the library. If this agreement is stated to be non-exclusive then the photographer is free to distribute or sell an image wherever they deem to be appropriate.</p>
Loss of Physical Material	<p>11] In case of any loss, damage or destruction to any physical material, any monies recovered by either the photographer or the library by way of compensation, damages or otherwise from any third party shall be shared between the photographer and the library in the same way as if such payment were monies received in respect of the use or exploitation of the material falling within the terms of this agreement and the fee shall be payable by the photographer to the library accordingly, whether or not monies are received directly by the photographer or the library.</p>
Non Residence	<p>12] Where the photographer is resident outside the United Kingdom, the library and the photographer shall negotiate with a view to obtaining a certificate of non residence such that any fees payable by the library to the photographer may be remitted after deduction of the fee, gross, without deduction of withholding tax or income tax deduction</p>
Litigation	<p>13] Each party shall promptly inform the other of any actual or suspected infringement of copyright, breach of moral rights or other matter giving rise to threatened proceedings or claims or demands in respect of any of the material. The photographer and the library shall negotiate in good faith with a view to co-operating in any proposed legal proceedings. For the avoidance of doubt, the library shall be under no obligation to institute any legal proceedings nor to take steps for the recovery of any fees payable in respect of use of the material whether permitted or unauthorized.</p>
Agreement	<p>14] This agreement constitutes the entire understanding between the parties. It may not be varied except in writing signed by both.</p>
Disputes	<p>15] If any dispute shall arise between the photographer and the library out of or in connection with or in relation to this agreement, the matter shall be resolved by the English courts.</p>
Law	<p>16] This agreement shall be governed by and interpreted in all respects in accordance with the laws of England.</p>