

Terms & Conditions

1. TERMS USED IN THIS AGREEMENT

In this Agreement the terms 'picture' includes a photograph, digital file, design, artwork or any other item which may be offered for the purposes of reproduction. '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, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means. 'the Client' is the person or organisation to whom the invoice is addressed. 'the Photographer' is Antonie Glaser or any other photographer hired to assist or undertake photography work on behalf of Antonie Glaser – Storytelling & Photography.

2. COPYRIGHT

The entire copyright of pictures is retained by Antonie Glaser at all times throughout the world. No property or copyright in any pictures shall pass to the Client whether on its submission or on rights issued in respect thereof. Antonie Glaser asserts his right to be identified as the author of his work and the right to a credit as asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Unless otherwise agreed in writing, if any picture reproduced by the Client omits the copyright notice or credit line specified by Antonie Glaser any fee payable by the Client shall be subject to an increase specified by Antonie Glaser, and in any event an increase of not less than 25% of the original fee. If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed upon by both parties. The transfer of copyright will only become applicable after this payment has been made in full.

3. USAGE RIGHTS

Upon payment of the agreed amount the Photographer grants the Client the rights to use the pictures for publication within printed publications including trade, consumer, local and national magazines and newspapers in an editorial context where no fee has been paid to guarantee publication; the Client's exhibition material; the Client's intranet and public website; social media; the Client's printed and electronic brochures and other marketing material. The Client cannot sell the images as stock or editorial or use them on products that they wish to sell.

Reproduction rights are strictly 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 reproduction in print or electronic media in an editorial context where no fee has been paid to guarantee publication. An example might be where Antonie Glaser is contracted to photograph an event at which other exhibitors, sponsors and suppliers are present, in such instances the Client does not have the right to share images with these

participants nor to pass onto any other third party. Any such requests received from a third party should be redirected to Antonie Glaser.

4. CANCELLATIONS

Once the Client has made a booking for a specific time and date, Antonie Glaser will not accept any other work from other clients for those times and dates. As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within 7 days of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within 2 days of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by Antonie Glaser.

5. FORCE MAJEURE

In the event of cancellation by The Photographer due to circumstances beyond their control (injury, illness, accident) all attempts will be made to arrange for another photographer to be present or in the unlikely event of total photographic failure the Photographer liability shall be limited to a full refund of any deposits and fees paid.

6. PAYMENT TERMS

For all non-account Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment. For account holders, payment of the Photographer's invoice must be made within 30 days of the date of that invoice.

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 Antonie Glaser may consider these invoices as overdue when pursuing legal action for the recovery of said debts. A fee of EUR 25 (excluding VAT) will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursual of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

Antonie Glaser reserves the right to suspend ongoing services, such as (but not limited to) the downloadable client area 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. PAYMENT

Payment should normally be made via bank transfer to the account specified on the invoice.

8. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses agreed or estimated.

9. BOOKING TIMES

The Photographer may be booked by the day (8 hours), half-day (4 hours), or by the hour. Any booking before 8am and after 6pm or after eight consecutive working hours will attract the hourly rate stated in the sent "price list", unless arrangements have been made in advance. Travel time to and from bookings might be charged upon agreement. The photographer may make additional charges should an assignment overrun for reasons beyond the control of the Photographer including but not limited to, the Client requesting additional photographs over and above the Client's original brief. If the work cannot be completed within the agreed amount of time the photographer or the client can verbally request more time be added to the contract. A notation will be made on the invoice reflecting the day, time and identity of the persons who requested and approved the additional time. If the client does not approve the requested change, the work will be considered complete at the expiration of the time allotted to the work in the original contract and payment for the full contracted amount will be due on invoice, regardless of whether images have been created or provided to the client.

10. EXCLUSIVITY

The Client is allowed to publish the Photographs to the exclusion of all other persons including the Photographer. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work. After an exclusivity period of 5 years from the issue date of the invoice Antonie Glaser shall be entitled to use the Photographs for any purposes.

11. SUPPLY OF SERVICES AND PHOTOGRAPHS

Antonie Glaser will edit every take and deliver what it considers to be the best pictures of every situation covered. As a result, contact sheets (or their digital equivalent) will only be supplied to the client in exceptional circumstances.

Work is complete when the photographer provides the client with agreed material purchased. This includes a CD or DVD containing all JPEG images (or other formats if agreed on upfront) photographed on behalf of the client, access to a password protected private web gallery and/or prints. Access to web galleries is restricted to clients only. Images may not be copied from the web gallery or used in any form by a third party, without express written permission from Antonie Glaser.

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing. No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of Antonie Glaser.

12. INDEMNITY

The Photographer agrees to indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Client must satisfy himself that all necessary rights, model releases or consents

which may be required for reproduction, are obtained and it is acknowledged that Antonie Glaser 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 issued or reproduced by or with the authority of the Client then the Client shall indemnify Antonie Glaser against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

While Antonie Glaser 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. The Client agrees to indemnify Antonie Glaser 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 Antonie Glaser.

The Client shall be responsible for the behavior of any persons accompanying them to an assignment. The Photographer reserves the right to terminate any assignment without notice if he deems the Client's behavior to be unruly or unsafe. In such instances, the Photographer reserves the right to charge his full fees and expenses as described above of these Terms and Conditions. The Client will fully reimburse the Photographer or his agents for any loss/damage they cause to property or equipment.

The above constitutes the full terms and conditions of any work agreement made between you (client) and Antonie Glaser or any photographer assigned to you by Antonie Glaser. By accepting a quotation for services, you agree to these terms.

Antonie Glaser

Storytelling & Photography

Amsterdam, The Netherlands

BTW NL002477092B46

KVK 70530548