

## STANDARD TERMS OF THE PRINTING INDUSTRY

1. **COST VARIATION.** Quotations are based on the current costs of production and are subject to amendment by the printer on or at any time after acceptance to meet any rise or fall in such costs.

2. **TAX.** The printer shall be entitled to charge the amount of any tax payable whether or not included on the quotation or invoice.

3. **PRELIMINARY WORK.** Work carried out, whether experimentally or otherwise, at customer's request will be charged.

4. **PROOFS.** Author's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for customer's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the customer.

5. **COLOUR.** Although every effort will be made to obtain colour accuracy and consistency, no guarantee is made.

6. **DELIVERY AND PAYMENT.** (a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due. (b) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made. (c) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the printer shall then be entitled to payment for work already carried out and materials specially ordered.

7. **VARIATIONS IN QUANTITY.** Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage, the same to be charged or deducted.

8. **CLAIMS.** Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to the printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the printer within ten days of delivery.

9. **LIABILITY.** (a) The printer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit. (b) Where work is defective for any reason, including negligence, the printer's liability (if any) shall be limited to rectifying such defect.

10. **STANDING MATTER.** (a) Metal, film, glass and other materials used by the printer in production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, and the like shall remain his exclusive property. (b) Type may be distributed, and lithographic, photogravure or other work effaced immediately, after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

**NOTE:** Clause 10(a) above shall not affect the practice in the book printing trade whereby moulds and plates produced from moulds prepared at a publisher's request and paid for by him are his property.

11. **CUSTOMER'S PROPERTY.** Customer's property and all property supplied to the printer by or on behalf of the customer will be held, worked on, and carried at the customer's risk.

12. **MATERIAL SUPPLIED BY CUSTOMER.** (a) The printer may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged. (b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the printer unless this is due to his failure to use reasonable skill and care. (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

13. **GENERAL LIEN.** Without prejudice to other remedies, the printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as he thinks fit and to apply any proceeds towards such debts.

14. **ILLEGAL MATTER.** (a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature. (b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the customer or any infringement of copyright, patent or design.

15. **PERIODICAL PUBLICATIONS.** A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows: Weekly/Fortnightly - 13 weeks. Monthly/Two monthly/Quarterly - 26 weeks

Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

16. **FORCE MAJEURE.** Every effort will be made to carry out the contract but its due performance is subject to cancellation by the printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer's control.

17. **LAW.** These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

18. **TERMS.** Unless otherwise agreed in writing payment is due within 30 days of date of invoice.

## IMAGING RIGHTS

**COPYRIGHT.** All of our images are protected by copyright. All rights to the Images are owned by the artist and/or photographer and licensed by Creative Studios. A copyright accreditation must be included with the reproduction of our images in the following format:

You agree to provide copyright protection by placing proper copyright notice on any use. (i.e. accreditation to both creative-studios.com and the photographer placed adjacent to the image(s)) or at a suitable point within the publication.

The Creator of the Image(s) hereby asserts his or her rights to be identified as author of the works in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.

1. In this Agreement the terms (a) **PICTURE** includes a photograph, transparency, negative, 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, altered or not, whether 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) **DATE FOR RETURN** is the date by which the pictures must be returned as specified on the delivery note. If no date is specified, the Date for Return shall be four weeks from the date of the delivery note or if an invoice is rendered for reproduction rights, 12 weeks from the date of such invoice.

2. No variation of terms or conditions set out herein shall be effective unless agreed in writing by both parties.

3. Pictures are supplied on LOAN and no property or copyright in any pictures shall pass to the Client whether on its submission or on the Supplier's grant of reproduction rights in respect thereof.

4. A non refundable service fee to cover administrative costs and despatch of pictures is payable by the Client on each submission and resubmission of pictures whether or not reproduction rights are required or granted. The Client shall pay for courier, express or any other special delivery arrangement requested.

5. (a) Reproduction rights (if and when granted) are strictly limited to the use, period of time and territory specified on the Supplier's invoice and unless otherwise agreed in writing relate to a single publication in a single size with that text (if any) in one language only. (b) Reproduction rights are not granted exclusively to the Client except when specified on the invoice. (c) 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 right. (d) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

6. The Supplier's delivery note will list all the pictures delivered to the Client, which shall be presumed to have been received in good condition, unless within 3 days of receipt the Supplier receives notification of any discrepancy or damage.

7. (a) Risk in and responsibility for pictures passes to the Client from the time they are received until their safe return. The Client shall immediately inform the Supplier in writing of any known loss or misuse of, or damage to the pictures while in the Client's possession or that of any third party. If a picture is not returned within 12 weeks of the date for return, the Supplier may in its sole discretion presume it to be lost. (b) The Client shall be liable to pay compensation to the Supplier in respect of each picture lost or damaged. The loss or damage of colour or monotone prints or duplicate transparencies for which there are available originals shall also be the subject of compensation, but at a different level. A Supplier may also specify in writing at the time of the loan a different compensation figure for loss or serious damage to certain pictures. Payment of compensation does not give rise to any rights in any picture. These figures have been assessed by the Supplier and are a genuine pre-estimate of the loss which would be suffered if such a picture were to be lost or damaged. The Client is urged to take out insurance to cover the total value of the pictures delivered. (c) A picture subsequently found must be returned immediately. If it is undamaged the Client will be credited with the compensation paid less a rental fee (under Clause 10) from the date the compensation is claimed to the date the picture is returned, such credit being at least 20% of the compensation paid.

8. Any picture returned without its mount or with its caption or other mount data missing or defaced, may incur a replacement charge.

9. The Client must return every picture to the Supplier by its date for return by any method affording proof of delivery and insured to the relevant level of compensation cover. Adequate protection must be given to pictures in transit. A delivery note listing and totalling the returned pictures must be enclosed, and an advice in writing with this same information sent by separate post.

10. Unless otherwise agreed each picture may be held by the Client rental free until its Date for Return and thereafter the Client shall be

liable to pay a rental fee per picture per week or part thereof pending its return. Payment of the rental fee does not entitle the Client to retain the picture after the Date for Return.

11. (a) Until the Supplier has invoiced the reproduction fee neither party is committed to grant or to acquire any reproduction rights in any picture. After a fee has been agreed and an invoice issued there is a firm and binding contract whereby the Supplier is committed to grant reproduction rights and the Client to acquire them. If after such invoicing but before payment, the Client requests cancellation of the reproduction rights the Supplier may in its discretion cancel subject to the Client paying a cancellation fee. (b) The Client's rights to reproduce a picture arises only when the Supplier's invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling the Supplier to rescind the Agreement and rendering the Client liable for the payment of damages. (c) The Client agrees to indemnify the Supplier in respect of any claims or damages or any loss or costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by the Supplier.

12. (a) The Supplier's invoice shall be paid within 30 days of issue save in the case of newspaper, periodical and broadcasting clients where payment shall be made no later than the end of the calendar month immediately succeeding publication or use. (b) If payment is not made in accordance with (a) above then the Supplier may rescind this Agreement and recover damages, or, at its option, may charge interest on the overdue amount at 2% per month on the outstanding balance.

13. 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, the Supplier may at any time thereafter inspect any records, accounts and books relating to the reproduction of the Supplier's pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

14. (a) Unless otherwise agreed in writing, if any picture reproduced by the Client omits the copyright notice or credit line specified by the Supplier then reproduction fee payable by the Client shall be subject to an increase. (b) The Author has asserted his right to a credit in accordance with sections 77 and 78 Copyright, Designs and Patents Act 1988.

15. (a) Electronic use, storage or transmission of images is forbidden without the express written permission of the supplier. (b) The Client will provide any information reasonably requested regarding anti piracy measures.

16. Pictures shall not be copied, on-loaned or otherwise disposed of and no use whatsoever shall be made of them by the Client without prior written consent of the Supplier, nor shall the image be altered or manipulated, added to, or have any part deleted without the prior written consent of the Supplier.

17. In the case of printed publications, two copies of the relevant pages containing any picture supplied are to be furnished to the Supplier by the Client free of charge within two weeks. In other media evidence of use must be made available if requested.

18. While the Supplier takes all reasonable care in the performance of this Agreement generally, the Supplier 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.

19. 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 the Supplier gives no warranty or undertaking that any such rights, releases or consents are 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 used or reproduced by or with the authority of the Client then the Client shall indemnify the Supplier against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.

20. This agreement shall be subject to and construed according to English law and the parties agree to accept the exclusive jurisdiction of the Courts of England.