



PHOTOGRAPHER'S REPRESENTATION AGREEMENT

BETWEEN

1 Photographer [name and address of Photographer, Telephone (including mobile) and email]

("the Photographer"/"You"/"Your") which expression shall, where the context admits, include the photographer's executors, administrators, heirs and assigns or successors in business.

Please note that The Travel Library will contact You at the address and on the telephone numbers shown here unless You have given any other information. As rights requests are often urgent, You should notify Us of any change of contact details, however temporary.

Please provide VAT number if applicable

2 The Travel Library Limited, Unit 7 The Kiln Workshops, Pilcot Road, Crookham Village, Fleet, Hampshire, GU51 5RY, Tel: 01252 627 233, Fax: 01252 812 399, Email: info@travel-library.co.uk

("The Travel Library Limited"/"We"/"Us"/"Our") which expression shall, where the context admits, include The Travel Library's administrators, assigns and successors in business.

1. Special Terms

- 1.1. Territory: World as standard
- 1.2. Duration: 5 Years as standard (see Clause 15)
- 1.3. Licensee
 - Sole** (we are the only appointed agent for the Images)
 - Exclusive** (we are the only licensee of the Images)
 - Non Exclusive** (we, you and any other agent notified to us are the only licensees of the Images)
 - (See Clause 5, 6 and Schedule 3)
- 1.4. Fee
 - Sole
 - Exclusive
 - Non Exclusive
 - Fee's notified upon Contract being offered
- 1.5. Subject exclusivity E.g. Travel Libraries (See Clause 6.1)
- 1.6. Other appointed agents

We agree to the attached Terms & Conditions ("The Attachment") and it's Schedules.

SIGNED DATED:
The Photographer

SIGNED DATED:
The Travel Library Limited
Philip Enticknap – Managing Director

THE ATTACHMENT

THE AGREED TERMS & CONDITIONS:

1. APPOINTMENT

The Photographer hereby appoints The Travel Library Limited to exploit all rights in the Images throughout the Territory in all media.

2. THE IMAGES

2.1 "Images" means

2.1.1 The material detailed in Schedule 1, including any material We are holding under Our previous agreement(s) with You dated from 00/00/00; and

2.1.2 any other photographic material, including transparencies, negatives, prints or any physical or electronic material including captions and other rights management information which at any time during the term of this Agreement You deposit with Us and that We accept. All future material will be detailed in future Schedules made available to You.

2.2 You undertake to deliver the Images correctly and properly captioned to Us in accordance with the Captioning Guidelines in Schedule 4.

2.3 You undertake to deliver any digital images shot in RAW format, no less than 18mb files and saved as TIFF

2.4 The Images remain Your Property and You should, at Your discretion, insure their replacement value. While reasonable care will be taken of the Images, We shall not be responsible for any loss or damage to the Images however caused.

2.5 We may at any time return Images which We consider outdated or surplus to Our requirements and any such material will no longer form part of this Agreement.

3. WARRANTIES

You warrant that :-

3.1 The Images are and will be Your original work;

3.2 All captions or rights management information pertaining to the Images are and will remain full and accurate and all duplicate Images are identified as such;

3.3 You are and will remain during the term of this Agreement, the exclusive owner of the whole copyright in the Images;

3.4 You are the exclusive owner of the Rights to grant, market, license, sell or assign all rights in the Images, including but not limited to the Rights to grant reproduction Rights in the Images for print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, to make the Images available on electronic equipment, CD-ROM, DVD and other similar media or via the Internet, and to include them in any catalogue, Internet sites or marketing in any form ("the Rights");

- 3.5 You hold all permissions needed for the exploitation by third parties of the Rights, including, without limitation, from subjects or owners of products or property depicted in the Images and/or original clients for whom the Images may have been created. Any exercise by Us of the Rights shall not violate the Rights of any third party (including, without limitation, the Rights of the subject of the Images), in particular with regard to laws relating to trade mark, copyright, privacy, publicity and defamation within the UK, USA or elsewhere;
- 3.6 You have not entered into any agreement in respect of the Images which would adversely affect the Rights **EXCEPT** arrangements and restrictions specifically noted to Us and set out in Schedule 2;
- 3.7 There are and will be no claims by any other party in connection with the use or reproduction of any of the Images;
- 3.8 You will maintain accurate records and send the Library copies of all Rights granted by You in any of the Images;
- 3.9 You will reply to any requests by Us for information or Rights clearances within 24 hours of the request. If you do not respond within 24 hours, the Rights will be deemed cleared.

4. **INDEMNITIES**

You will indemnify, defend (at the request of The Travel Library Limited) and hold Us and Our sub-licensees and assigns harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of Your representations and warranties in this Agreement. This paragraph will remain in force after the termination or expiration of this Agreement.

5. **RIGHTS**

- 5.1 You hereby appoint The Travel Library Limited as Your exclusive licensee to exploit all Rights in the Images in the Territory in all media whether current or yet to be developed.
- 5.2 For the avoidance of doubt, if the Territory is not the World, We may grant any Rights, including world-wide Rights to clients within the Territory.
- 5.3 Unless otherwise notified in advance and set out in Schedule B, We have full authority to negotiate all terms of commissions and licences and reproduction rights in the Images including the fee, duration and scope of any licence. You authorise Us to agree to any cropping, manipulation, combining and creation of derivative images and also the negotiation of credit lines. We are free to negotiate licences for terms capable of exceeding the Duration of this Agreement.
- 5.4 For the avoidance of doubt, We have the right to scan or make prints or duplicates of any Images and store and deliver them digitally.
- 5.5 We reserve the right to charge You the cost (plus VAT) of making scans, prints or duplicates of Your Images.

6. **EXCLUSIVITY**

- 6.1 You agree not to place any images owned by You with the class of libraries, if any, specified in the Special Terms.
- 6.2 If You are non exclusive and You place any Images owned by You with any other agency then You will forthwith notify Us of the name of the picture library or agency, the territory, and whether the Images have been placed exclusively or non exclusively. Any images which have exclusive rights must be notified to us at the time the license is granted.

7. **APPOINTMENT**

- 7.1 We shall act as Your independent licensee in respect of the Images and do not act as an agent. We will invoice in respect of all commissions or licences granted.
- 7.2 We reserve the right to use subagents or licensees in overseas territories or to sublicense Your work through portals or other such electronic agencies and to negotiate commission payable to such agencies.

8. **FEE**

- 8.1 For the purposes of this clause;
 - 8.1.1 Fee” means the proportion of the Net Revenue which We will pay You under this Agreement.
 - 8.1.2 “Net Revenue” means the gross income derived from the exploitation of the Rights, less
 - 8.1.2.1 any amounts deducted by subagents or licensees, whether overseas or electronic;
 - 8.1.2.2 expenses paid by the client;
 - 8.1.2.3 Value Added Tax.
- 8.2 the Library shall pay you as Fee
 - 8.2.1 The proportion of the Net Revenue specified in the Special Terms as Fee; and
 - 8.2.2 We will send you a self billing invoice; and
 - 8.2.3 You agree to inform Us as to whether You are registered for VAT and to inform Us if at any time the position changes.

9. **PAYMENT**

We will provide You not later than 30 days after the end of each quarter with a statement setting out all payments received for use of the Images in the preceding quarter and will pay You all monies due. Provided that the amount due is under £100 no statement will be sent or payment made and the amount shall be carried forward to the following quarter.

10. **BOOKS AND RECORDS**

You or Your qualified financial adviser shall be entitled to inspect the books and records of The Travel Library Limited relating only to the Images at Our offices during normal business hours provided You give reasonable notice of at least seven days to Us and there is no more than one inspection in any calendar year. We shall forthwith pay You any sums found due on such examination.

11. **NON RESIDENCE**

If You are resident outside the United Kingdom, You and The Travel Library Limited will negotiate with a view to obtaining a certificate of non residence so that any commission payable by Us to You may be remitted without deduction of income tax or withholding tax. Unless such a certificate is obtained We may deduct appropriate withholding tax from all monies paid to You.

12. **ADVERTISING AND PROMOTION**

12.1 You agree that the Images may be used at Our option without charge in any catalogue, CD-ROM or website, advertising or PR activities designed to promote either You or The Travel Library Limited and agree that any such promotional items may be distributed by Us worldwide for up to 10 years, notwithstanding the earlier termination of the Agreement for any reason.

12.2 We may make a charge to You for inclusion of the Images in Our promotional material, any such charge to be agreed with You in advance.

13. **LOSS OF IMAGES**

In case of any loss, damage or destruction to any physical Images, any money that is received either by You or The Travel Library Limited by way of compensation, damages or otherwise from any third party shall, after deduction of legal costs and expenses, be shared between Us and You in the proportions in which Net Revenue is split between us as specified in the Special Terms.

14. **LITIGATION**

Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Images, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Images. Each Party shall negotiate in good faith with a view to cooperating in any proposed legal proceedings but We shall be under no obligation to institute any legal proceedings nor take steps for the recovery of any fees payable in respect of use of the Images whether permitted or unauthorised.

15. **DURATION**

15.1 This Agreement shall continue for the Duration set out in the Special Terms and thereafter until terminated by either party giving at least 12 months' written notice to the other. The termination shall not prejudice any licences then existing or any negotiations which We have properly entered into with any third party prior to the date of termination.

15.2 Either party may terminate this Agreement immediately by notice in writing to the other if the other;

- 15.2.1 is declared bankrupt or 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
 - 15.2.2 breaches any terms of this Agreement which breach is not capable of effective remedy; or
 - 15.2.3 breaches any term of this Agreement which is capable of remedy but which is not remedied within 30 days of the date of the notice specifying the breach and requiring that party to comply with that term.
- 15.3 After termination;
- 15.3.1 no further licences shall be granted, and
 - 15.3.2 We shall return to You by a safe method affording proof of delivery any Images and any scans, prints or duplicates for which you have paid pursuant to clause 5.5 or 15.3.2, as soon as reasonably practical. We will enclose a delivery note detailing and totalling the returned Images and will send a copy of that note by separate post, fax or email. All reasonable endeavours will be made by Us to return the Images within 12 months of termination; and
 - 15.3.3 We shall delete any digital Images within 90 days.
 - 15.3.4 If We have scanned or made prints or duplicates of any Images pursuant to Clause 5.4 above and have not charged You the cost, then We will delete or destroy any such material within 90 days. However, We may, at its option, offer such material to You for purchase on payment to Us of the cost of making the material.

16. **FEES AFTER TERMINATION**

Following termination for any reason, We shall be entitled to be paid by You Our share of Net Revenue plus VAT on all exploitations of Rights negotiated during the Duration or on extensions or renewals thereof, irrespective of whether such income is received within the Duration or at any time thereafter.

17. **ENTIRE UNDERSTANDING**

This Agreement supersedes any previous agreement between the parties relating to the Images and constitutes the entire understanding between the parties and is binding upon them, their executors, successors or assigns. It may not be varied except in writing signed by both parties.

18. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 18.1 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.2 The Parties may, by agreement, rescind or vary this Agreement without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

19. **DISPUTES AND GOVERNING LAW**

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales. If any dispute shall arise between You and The Travel Library Limited in connection with or in relation to this Agreement the matter shall be resolved by the Courts of England and Wales.

SCHEDULE 1
("the Images")

TBA

SAMPLE

**SCHEDULE 2
RESTRICTIONS ON USE OF THE IMAGES**

TBA

SAMPLE

SCHEDULE 3 DEFINITIONS

Exclusivity

What is sole licensee? A Sole Licensee is the only licensee who the Photographer may use but the Photographer is still entitled to sell their Images personally.

What is exclusive licensee? Only an Exclusive Licensee may sell the Images and the Photographer is not entitled to sell the Images personally but must direct all enquiries to the Exclusive Licensee.

What is non-exclusive licensee? A Non Exclusive Licensee allows the Photographer to sell the Rights elsewhere and also appoint other licensees.

Can exclusivity can be limited? Yes exclusivity can be limited in many different ways -

- by territory e.g.: England, the world, etc,
- by subject e.g.: nature photography,
- by image i.e. A library may be the Exclusive Licensee for some of the Images but the Photographer may take other Images elsewhere,
- by medium e.g.: A library is the Exclusive Licensee for newspaper and editorial use but not for advertising.

Licensee vs. Agent

We are an 'independent licensee' to whom the photographer gives the right to license their images. An 'agent' simply represents the photographer by finding deals that the photographer enters into personally.

SCHEDULE 4 CAPTIONING GUIDELINES

Digital

You can use the File>File Info in Photoshop to add the relevant information to the image. Alternatively for ease of use you can use software such as Abode Bridge, Adobe Lightroom or any other software that allows you to place captions in the required fields below.

For this to be successful, all images must be submitted using the following instructions. If the criteria are not met, the submission will be returned for re-captioning before any images are selected.

Compulsory fields are:

File Info Fields:

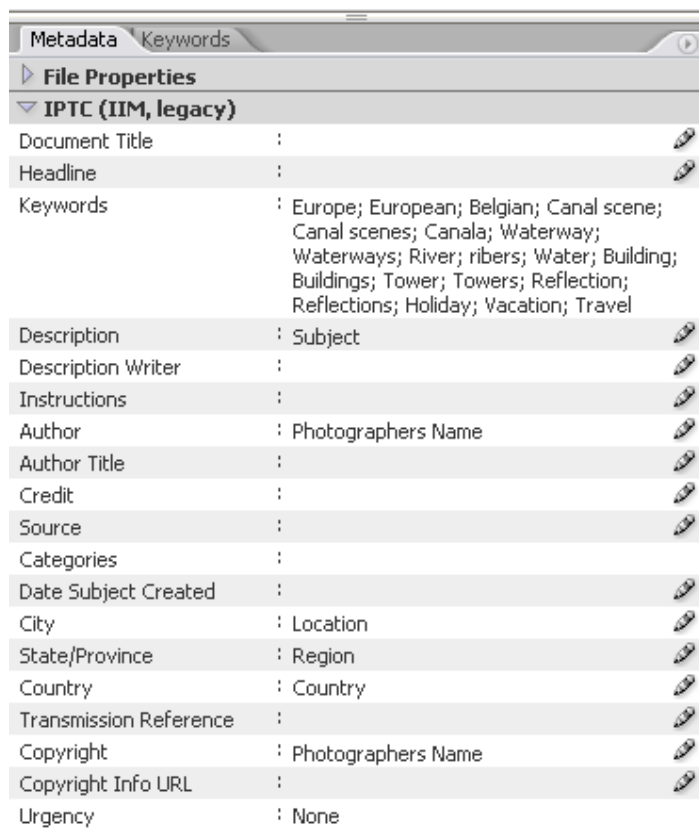
Country
State/Province
City
Description or Caption
Keywords
Author
Copyright

Details Required:

Country
Region
Location
Subject
Keywords - must be separated by comma or semi colon
Photographers Name
Photographers Name

Examples:

Abode Bridge:



Photoshop CS: (Two Part Process)

Description Window -

Description

Document Title:

Author: Photographers Name

Author Title:

Description: Subject

Description Writer:

Keywords: Europe; European; Belgian; Canal scene; Canal scenes; Canala; Waterway; Waterways; River; riber; Water; Building; Buildings; Tower; Towers; Reflection; Reflections; Holiday; Vacation; Travel

Commas can be used to separate keywords

Copyright Status: Copyrighted

Copyright Notice: Photographers Name

Copyright Info URL:

Go To URL...

Created: 27/01/2005 13:07:05
 Modified: 06/01/2009 11:42:58
 Application: Adobe Photoshop CS2 Windows
 Format: image/jpeg

Powered By xmp

OK Cancel

Origin Window -

Origin

Date Created: Today

City: Location

State/Province: Region Country: Country

Credit:

Source:

Headline:

Instructions:

Transmission Reference:

Urgency: None

Powered By xmp

OK Cancel

Adobe Lightroom:

These 3 separate screens are 1 whole screen in Lightroom.



Keywording is optional, however by entering in as many Keywords as you can, will allow TTL to speed up the process of getting the images upto the website.

In terms of what kinds of keywords to apply, please refer to The Travel Library Website and apply the same logic that appears in the keywords for similar pictures hosted online.

It is the entering of the data required above that is the time consuming part of getting images onto the website. If accurate and consistent data is provided in the outlined way, it can to help automate and speed up the workflow.