



# ZEPHNIXONPHOTOGRAPHY

editorial  
commercial  
public relations

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**IMAGE SIZING AND PURCHASING** -digital images can be reproduced in many ways and their use determines their information or pixel size.

For web use only, images are informationally very small and allow rapid uploading to a website page. For large scale printing at the other end of the spectrum an image will include very large amounts of information ( pixel) data to render the many hues of colour and contrast that will appear in the print render.

We rate our images for usage and image size and charge accordingly. There are many variables available re image size and final output. Please contact us for prices in relation to your usage and we can forward our pricing structure.

You can also purchase an outright ' copyright buyout' where we, as the author of the original image, will submit all rights, moral and otherwise to the purchaser.

**EXCLUSIVITY** - The Client will be authorised 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/her work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any purpose.

**PAYMENT** - Where credit has been sanctioned, payment by the Client will be expected for commissioned work within 30 days of the issue of the relevant invoice. Thereafter, further charges will be made for any additional statement, letter (whether as an email, fax, etc) issued for the recovery of the outstanding debt of not less than £15.50 plus VAT and all other costs for the recovery of debts including bank charges at the current rate plus 8% and VAT. LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998 will be strictly enforced.

**APPLICABLE LAW** - This agreement shall be governed by the laws of England and Wales.

For UK Copyright Law Cited Copyright Patents Act 1988 see detail below:

*Last amended: 17th April 2015*

*The UK copyright law fact sheet outlines the Copyright, Designs and Patents Act 1988, the principal legislation covering intellectual property rights in the United Kingdom and the work to which it applies.*

1. *Introduction*

*Copyright law originated in the United Kingdom from a concept of common law; the Statute of Anne 1709. It became statutory with the passing of the Copyright Act 1911. The current act is the Copyright, Designs and Patents Act 1988.*

2. *Rights covered*

*The law gives the creators of literary, dramatic, musical, artistic works, sound recordings, broadcasts, films and typographical arrangement of published editions, rights to control the ways in which their material may be used.*

*The rights cover; broadcast and public performance, copying, adapting, issuing, renting and lending copies to the public.*

*In many cases, the creator will also have the right to be identified as the author and to object to distortions of his work.*

*International conventions give protection in most countries, subject to national laws.*

3. *Types of work protected*

1. *Literary*

*song lyrics, manuscripts, manuals, computer programs, commercial documents, leaflets, newsletters & articles etc.*

2. *Dramatic*

*plays, dance, etc.*

3. *Musical*

*recordings and score.*

4. *Artistic*

*photography, painting, sculptures, architecture, technical drawings/diagrams, maps, logos.*

5. *Typographical arrangement of published editions*

*magazines, periodicals, etc.*

6. *Sound recording*

*may be recordings of other copyright works, e.g. musical and literary.*

7. *Film*

*video footage, films, broadcasts and cable programmes.*

*The Copyright (Computer Programs) Regulations 1992 extended the rules covering literary works to include computer programs.*

4. *When rights occur*

*Copyright is an automatic right and arises whenever an individual or company creates a work. To qualify, a work should be regarded as original, and exhibit a degree of labour, skill or judgement.*