

# IMAGE USAGE TERMS & CONDITIONS

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## 1. Definitions

**Photographer:** James Morris

**Client:** The commissioning party

**Licensed Images:** The selected images supplied by the Photographer

**Material:** All images created during the Assignment

**Usage Licence:** The agreed rights to use the Licensed Images

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## 2. Copyright

All copyright and associated rights in the Material remain the property of the Photographer at all times.

No ownership is transferred to the Client.

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## 3. Grant of Licence

The Client is granted a non-exclusive licence to use the Licensed Images in accordance with the agreed Usage Licence.

The licence is granted only upon full payment of all fees and expenses.

No use is permitted prior to payment without written agreement.

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## 4. Permitted Use

The Licensed Images may be used solely as follows:

- As specified within the Usage Licence
- By the Client and agreed parties
- In their supplied form, with no material alteration to the integrity of the images, unless otherwise agreed in writing

Any use outside of these terms requires prior written permission from the Photographer.

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## 5. Restrictions

The Client may not:

- Use the images for any purpose outside the agreed licence
- Transfer, assign, or sub-license the images to third parties without permission
- Use the images in relation to unrelated projects, products, or services
- Materially alter or manipulate the images beyond minor adjustments for layout or reproduction

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## 6. Third-Party Use

The Client is responsible for ensuring that any third party (including consultants, PR agencies, or collaborators) complies with the terms of the Usage Licence. No third party may use the images unless expressly permitted.

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## 7. Additional and Extended Usage

Any use beyond the agreed licence, including:

- Additional media
- Paid advertising
- Extended distribution

will require a new or extended licence and may incur additional fees.

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## 8. Duration

The licence applies for the time period stated in the Usage Licence.

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## 9. Credit

Where reasonably possible, the Photographer should be credited as:

‘James Morris’

for all published uses of the Licensed Images.

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## 10. Exclusivity

The Photographer will not license the images to third parties for a period of two years from the date of the shoot without the Client’s consent.

The Photographer retains the right to use the images for self-promotion, including portfolio, website, and awards at any time.

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## 11. Payment and Revocation

The licence is conditional upon full payment.

If payment is not received in full:

- the licence is revoked
- all usage must cease immediately

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## 12. Liability

The Photographer’s liability is limited to the total fees paid for the Assignment.

The Photographer is not liable for any indirect or consequential loss arising from the use of the images.

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## 13. Governing Law

These terms are governed by the laws of England and Wales.