

AIPP Terms and Conditions for Submission and Reproduction of Pictures

CONDITIONS

1. In this Agreement the terms
 - (a) picture includes a photograph, transparency, negative, design, digital files, 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 and whether or not altered whether by printing, photography, digital alteration, projection (whether or not to an audience) reprography, 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 of conditions set out herein shall be effective unless agreed to 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 dispatch 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 to, in writing relate to a single publication in a single size with text (if any)
 - (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 rights.
 - (d) Any reproduction rights granted are by way of Express licence and no partial or other assignment or licence 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, and exercise the rights permitted herein.
 - (b) The Client shall be liable to pay compensation to the Supplier in respect of each picture lost or damaged (see over). 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 (see over). 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 (see over). 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 that would be suffered if such a picture were to be lost or damaged. The Client is urged to take out insurance cover 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.
 8. Any picture returned without its mount or with its caption or other mount data missing or defaced, may incur a replacement charge (see over).
 9. The Client must return any 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 (see over) 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 right 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. Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by the Supplier the reproduction fee payable by the Client shall be subject to an increase (see over).
 15. No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of the Supplier.
 16. 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.
 17. 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.
 18. 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, trademarks, 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.
 19. This agreement shall be subject to and constructed according to Australian law and the parties agree to accept the exclusive direction of the Courts of Australia.
- (continued on next page...)

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DELIVERY NOTE

This delivery note does not constitute a right to use.

CLIENT: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

EMAIL: _____

DELIVERY NOTE NO: _____

Please quote delivery no. On all returns and correspondence.

DATE: _____

DATE FOR RETURN: _____

SERVICE \$ _____ IS SEPARATELY INVOICED

SENT BY: _____

PLEASE KEEP ON FILE

Those pictures that have been sent on loan. Discrepancies should be advised immediately. Pictures must be returned, or reproduction rights ordered, by the Date for Return to avoid rental fees (see Clause 10). Precise reproduction rights and relevant fees for each usage must be agreed before any use is made of the pictures. Please get in touch with us if you desire a reasonable extension of the Date for Return.

PLEASE READ OUR TERMS AND CONDITIONS OVERLEAF

(LIST OF TRANSPARENCIES)

TOTAL NUMBER OF TRANSPARENCIES: _____

(LIST OF PRINTS): _____

TOTAL NUMBER OF PRINTS: _____

Please sign and return one copy to acknowledge safe receipt.

SIGNATURE: _____ DATE: _____

LOSS OR DAMAGE OF AN ORIGINAL (SEE 7B OVER): \$ _____

LOSS OR DAMAGE OF A PRINT (SEE 7B OVER): \$ _____

LOSS OR DAMAGE OF A DUPLICATE (SEE 7B OVER): \$ _____

LOSS OR DAMAGE OF A SPECIFIED LOAN (SEE 7B OVER): \$ _____

REPRODUCTION WITHOUT A CREDIT (SEE 14 OVER): _____ %EXTRA

RENTAL FEE PER WEEK, PER PICTURE (SEE 10 OVER): \$ _____

COST OF MOUNT REPLACEMENT (SEE 8 OVER): \$ _____

THE PICTURES LISTED ABOVE HAVE BEEN DELIVERED AT THE CLIENT'S REQUEST:

1. Any client who has not previously dealt with the Supplier on the terms and conditions set out overleaf and who does not wish to accept such terms and conditions must return all the pictures immediately, properly packed, by any means affording proof of delivery and insured to the relevant level of compensation cover. The client shall be deemed to have accepted the Supplier's terms and conditions if all pictures are not returned within three days of their receipt by the client in Australia or seven days of their receipt overseas.
2. Any client who has previously dealt with the Supplier on the terms and conditions set out overleaf will be deemed to have accepted them by virtue of having made the request for pictures referred to above.