

Standard Terms and Conditions

1. In this Agreement the following terms apply:

1.1 **Picture**, includes a photograph, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.

1.2 **Reproduction**, includes any form of publication, or copying of the whole or part of any picture, and whether or not altered by printing, photography, slide projection (whether or not to an audience), artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.

1.3 **Client**, is the person or organisation that the invoice is addressed to (whether or not the Client is acting for a third party), and is responsible for settling the invoice.

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

3. Malcolm McCurrach (trading as New Wave Images UK) supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on Malcolm McCurrach (trading as New Wave Images UK)'s grant of reproduction rights in respect thereof.

3.1. Malcolm McCurrach (trading as New Wave Images UK) asserts both his **moral right** to be identified as the author of his work and his rights to credit under sections [77](#) and [78](#) of the [1988 Copyright Designs and Patents Act](#).

3.2. By engaging Malcolm McCurrach (trading as New Wave Image UK) the Client agrees to apply a **copyright notice or credit line** to any pictures reproduced by the Client, unless otherwise agreed in writing (prior to use). If any picture reproduced by the Client omits the copyright notice or credit line specified by Malcolm McCurrach (trading as New Wave Images UK) any fee payable by the Client may be subject to a 25% increase at the discretion of Malcolm McCurrach (trading as New Wave Images UK).

4. **Reproduction rights** (if and when granted) are strictly limited to the use, period of time and territory specified on Malcolm McCurrach (trading as New Wave Images UK)'s invoice and unless otherwise agreed in writing relate to single publication in a single size with text (if any) in one language only.

4.1. Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

4.2. 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.

4.3. Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

5. Once the Client has made a **booking** for a specific time and date, Malcolm McCurrach (trading as New Wave Images UK) will not accept any other work from other clients for those times and dates.

5.1. As a result, once a booking is made, if it is subsequently **cancelled**, a cancellation fee may be charged to the Client. Regardless of the notice period given of a cancellation by the Client, the Client will be charged for any associated expenses incurred through the cancellation (e.g. booked travel tickets, and accommodation cancellation costs associated with the booking).

5.2. When the Client cancels a booking within two weeks of any confirmed date, a fee of 25% of the agreed fee may be charged in addition to any associated expenses incurred through the cancellation.

5.3. When the Client cancels a booking within seven days of any confirmed date, a fee of 50% of the agreed fee may be charged in addition to any associated expenses incurred through the cancellation.

5.4. When the Client cancels a booking within four days of any confirmed date, a fee of 100% of the agreed fee will be charged in addition to any associated expenses incurred through the cancellation.

5.5. Where the Client part-cancels a booking (i.e. books multiple photography sessions as a block booking, but cancels one, or some, of those sessions), clauses 5.1, 5.2, 5.3 and 5.4 apply to those dates/times cancelled, in addition to any associated expenses incurred through the cancellation.

6. Malcolm McCurrach (trading as New Wave Images UK) reserves **the right to refuse to supply** or grant a reproduction licence to certain third-party publications or organisations at his discretion, or when requested to do so by the Client.

7. Unless a **rejection fee** has been agreed in advance, there is no right for the Client to reject images on the basis of style or composition.

8. Until Malcolm McCurrach (trading as New Wave Images UK) has invoiced the reproduction fee neither party is committed to grant or 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 Malcolm McCurrach (trading as New Wave Images UK) 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 Malcolm McCurrach (trading as New Wave Images UK) may at his/its discretion cancel subject to the Client paying a cancellation fee.

8.1. The Client's right to reproduce a picture arises only when Malcolm McCurrach (trading as New Wave Images UK) invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Malcolm McCurrach (trading as New Wave Images UK) to rescind the Agreement and rendering the Client liable for the payment of damages.

9. Malcolm McCurrach (trading as New Wave Images UK) invoices shall be paid within 28 days of the invoice date, except where 9.1 applies.

9.1. New clients may be asked to settle their first invoice within 7 days of a photo session. However, subsequent project invoices will revert to the standard 28 days settlement.

9.2. If payment is not made in accordance with (9.) above, then Malcolm McCurrach (trading as New Wave Images UK) may rescind this Agreement and recover damages, or, at his option, may exercise his statutory right to interest under the [Late Payment Of Commercial Debts \(Interest\) Act 1998](#).

9.3. If any invoice issued to the Client is not paid by the Due Date, then **all unpaid invoices issued to the Client become due of immediate effect**, even if it is less than 14 days from the issue date, and that Malcolm McCurrach (trading as New Wave Images UK) may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

9.4. A fee of £15.50 will be made for each **account reminder**, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuance of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

10. 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, Malcolm McCurrach (trading as New Wave Images UK) may at any time thereafter inspect any records, accounts and books relating to the reproduction of his pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

11. No addition to, deletion from, or alteration to, or adaptation of, a picture may be made without the written permission of Malcolm McCurrach (trading as New Wave Images UK).

12. Malcolm McCurrach (trading as New Wave Images UK) will **edit every image** and deliver what he considers to be the best of every situation covered. As a result, contact sheets (or their digital equivalent) will only be supplied to the client in exceptional circumstances.

13. In the case of printed publications, **one copy of the relevant page** containing any picture supplied is to be furnished to Malcolm McCurrach (trading as New Wave Images UK) free of charge within two weeks. In other media, evidence of use must be made available if requested.

14. While Malcolm McCurrach (trading as New Wave Images UK) takes all reasonable care in the performance of this agreement generally, he shall not be liable for any loss or damage suffered by the Client or any third party arising from use or reproduction of any picture or its caption.

14.1. The Client agrees to indemnify Malcolm McCurrach (trading as New Wave Images UK) in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Malcolm McCurrach (trading as New Wave Images UK).

14.2. It is the Client who must satisfy themselves that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Malcolm McCurrach (trading as New Wave Images UK) gives no warranty or undertaking that any such rights, model releases or consents have 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 issued or reproduced by or with the authority of the Client, then the Client shall indemnify Malcolm McCurrach (trading as New Wave Images UK) against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

15. This Agreement shall be subject to and constructed according to Scottish Law and the parties agree to accept the exclusive direction of the Courts of Scotland.

PAYMENT

All fees, rates, products and invoices are in GBP£ Sterling and our banking details are at the foot of each invoice.

UK customers

Payment should be made by BACS, direct bank transfer, or online banking for the full amount of the invoice. Payment is also accepted by crossed cheque made payable to “New Wave Images UK”. A fee of GBP £2.00 may be charged to the client to cover bank counter charges for settlement by cheque. Clients with large monthly accounts are strongly encouraged to pay by direct online bank transfer. Proof of postage is not proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

Non-UK customers

Payment should be made by international bank transfer, or online banking for the full amount of the invoice in addition to any bank charges associated with the transaction (e.g. currency exchange charges, bank counter charges, SWIFT charges, etc). Unfortunately, we are unable to accept cheques from non-UK customers.