

PETER FLUDE

PHOTOGRAPHY

LICENCE OF RIGHTS FOR PHOTOGRAPHY

Agreement, entered into on 01/11/21, between Bognor Regis BID, (hereinafter referred to as the "Client") and Peter Flude, located at 14 The Drive, Chichester, West Sussex, PO19 5PP (hereinafter referred to as the "Photographer") with respect to the licensing of certain image rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

Other parties referred to in Agreement: Organisations involved in the promotion of Bognor Regis as a destination (hereinafter referred to as "Partners")

1. Description of Work. The Client wishes to license certain image rights in the Work which the Photographer has created and which is described as follows:

Subject matter: All images commissioned by Client and delivered by Photographer from start date of Agreement.

Number of images: All High Res Images Delivered

Form in which work shall be delivered: Digital Image Files

2. Delivery Date. The Photographer agrees to deliver the Work within two weeks after the Shoot date unless otherwise agreed upon in writing.

3. Grant of Rights. Upon receipt of full payment (specified in Clause 6.) Photographer grants to the Client the right to use the Work under the following Usage Rights and distribute images to Partners, for whom the following image Usage Rights in the Work apply:

- All images commissioned by Client to be made available as part of the high quality "Library" of Bognor Regis images for use by Bognor Regis BID and other partners, as part of promotion of Bognor Regis. Partners involved in this are:
 - Bognor Regis Regeneration Board (BRRB) • Bognor Regis Town Council (BRTC)
 - Arun District Council (ADC) • West Sussex County Council (WSCC)
 - University of Chichester
- Commercial, Editorial & PR Usage
- Mediums: Digital & Print

- Maximum Print Size: **No Maximum**
- Maximum Number of Reproductions: **No Maximum**
- In the following territory: **United Kingdom**
- Licence Duration: **2 Years from date of Delivery**
- Freedom to crop and alter the Work for layout and presentation purposes is granted.

4. Definition of Commercial, Editorial & PR Usage. This Usage Licence grants the Client and their Partners unlimited Commercial, Editorial & PR usage. The Work is intended to be used for promotion of Bognor Regis as a destination, rather than for direct commercial gain. Such uses include posters, websites, social media, promotional & advertising material and press use. Client may not transfer these rights or distribute images to any parties not already stated in this contract, or not previously agreed upon with the Photographer.

5. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Photographer.

6. Fee. As of the start date of this Agreement, all future fees quoted and invoiced by the Photographer for photography commissions will include the usage rights specified in this Agreement, unless stated otherwise. Until full payment is agreed upon and made by Client to the Photographer, the rights granted in this Agreement do not apply.

7. Additional Usage. After the Licence Duration has expired, Client or Partners may not make any new reproductions of the Work. If Client or Partners wish to extend the licence or make any additional uses or reproductions of the Work which exceed the rights granted in this licence then Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.

8. Alteration. Freedom to crop and alter the Work for layout and presentation purposes is granted, but edits to colour balance and contrast or application of filters that change the appearance of the image are not permitted unless agreed with the Photographer.

9. Payment. Client agrees to pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work.

10. Ownership. The ownership and copyright of the Work shall remain with the Photographer.

11. Credit. Credit/copyright notice in the name of the Photographer: "Peter Flude" or "Flude Foto" should accompany the Work when it is reproduced wherever possible. For distribution to news media or use in press releases, credit in the name of the Photographer "Peter Flude / Flude Foto" must accompany the Work wherever used, both in print and online.

12. Releases. The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including legal fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to Clause 3, or uses based on alterations not allowed pursuant to Clause 7. The Photographer is not held responsible for obtaining model release forms relating to use of the Work.

13. Acceptance of Agreement. By accepting receipt of the Work and making payment to the Photographer, the Client is thereby agreeing to the terms of this Agreement.

Signed

Photographer:



Peter Flude

www.peterflude.co.uk

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