

GREAT SOUTH



Photography & Photo Licence Agreement

DEFINITIONS:

AGREEMENT: The Licence terms together with the Terms and Conditions of Engagement, as well as any other special conditions agreed in writing between the parties, such as payment or other details pertaining to the Job/Works.

CLIENT: The entity or its representative listed on the Agreement who engages the Photographer/Photo Supplier to produce or supply Works.

PHOTOGRAPHER/PHOTO SUPPLIER: The photographer or person creating or supplying Works, which where the context requires may include; a studio or photographic company and their employees or sub-contractors, or an entity and their representative.

WORKS: The deliverable works specified in the Agreement and created or supplied by the Photographer/Photo Supplier, including photographs, film and other images or recordings in any form.

AGREEMENT PURPOSE:

- | | |
|---|--|
| <input type="checkbox"/> Purchasing existing Works | <input type="checkbox"/> Recording Works supplied free of charge |
| <input type="checkbox"/> Commissioning a Photographer | <input type="checkbox"/> Logging employee Works |

LICENCE:

- Exclusive Non-Exclusive

LICENCED PERIOD:

- 1 Year 2 Years 5 Years In Perpetuity Other (specify) _____

LICENCED TERRITORY:

- New Zealand Worldwide
 Other (specify) _____

DESCRIPTION OF JOB/WORKS COVERED BY LICENCE:

DATE OF JOB/WORKS:

ATTRIBUTION:

- The Photographer/Photo Supplier must be attributed
- The Photographer/Photo Supplier will be attributed where possible at Great South's discretion
i.e. attributed on Works used as 'hero' images but not on Works used in multi-image collages or videos
- The Photographer/Photo Supplier waives attribution rights

ATTRIBUTED AS

LICENCED PURPOSE:

NON-COMMERCIAL USE

- Print promotional materials
- Digital promotional materials
- Websites & Social Media
- Videos
- Editorial & Press
- Public Relations
- Any of the above
- Other (specify) _____

COMMERCIAL USE

- Print promotional materials
- Digital promotional materials
- Websites & Social Media
- Videos
- Editorial & Press
- Public Relations
- Any of the above
- Other (specify) _____

OTHER LICENCE DETAILS:

- The Photographer/Photo Supplier gives permission for Great South to share the Works with third party affiliates for the purpose of promoting the Southland region and/or the activities of Great South
 - Works shared with third parties may be used for any non-commercial or commercial use
 - Works shared with third parties may be used for any non-commercial use only
 - The Photographer/Photo Supplier waives attribution rights for Works shared with third parties
 - The Photographer/Photo Supplier must be attributed for Works shared with third parties
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TERMS AND CONDITIONS OF ENGAGEMENT:

1. JOB SPECIFICATIONS

The Client must ensure that all instructions and expectations regarding the Agreement and the specified Job (and any subsequent variations) are agreed in writing and attached to the Photography & Photo Licence Agreement for record purposes.

2. LICENCE GRANTED TO CLIENT

Except as may be expressly provided in the Agreement, the copyright in all Works resulting from the Agreement remains the property of the Photographer/Photo Supplier. The Licence granted to the Client from the Photographer/Photo Supplier includes the right to reproduce and publish the Works for the purposes, territories and time periods specified in the Licence terms. The Client has the right to seek further Licences for continued use or reuse of any Works at the end of the licence period, for wider use of any Works in various territories, or for different purposes than specified in the original Licence.

The Client acknowledges that the Photographer/Photo Supplier always retains the right to use the Works in any manner at any time and in any part of the world for the purposes of:

- a. Entering the Works into photographic competitions or awards and for their use in any material published in connection with promoting those competitions or awards; and
- b. Submitting the Works for display in art galleries or other premises; and
- c. Advertising or otherwise promoting the Photographer/Photo Supplier's work or business, including through the use of social media; and
- d. Using the Works for any other purpose within the Photographer/Photo Supplier's business activities.

3. CONDITIONS OF LICENCE

The Client is entitled to manipulate, distort or make other alterations to the Works (including overprinting by text, colour or other Works) and/or use only a portion of the Works as they see fit.

The Works must not be shared with any third party without the Photographer/Photo Supplier providing written permission (which shall not be unreasonably refused) in the Agreement.

The Photographer/Photo Supplier asserts moral rights, including attribution rights, in respect of the Works (unless waived in the Agreement). Each use of any Work by the Client must be accompanied by an adjacent credit line acknowledging the Photographer/Photo Supplier's name in the form specified in the Agreement unless otherwise agreed upon in writing.

Any breach of the Agreement by the Client which results in damage to the professional reputation of the Photographer/Photo Supplier, entitles the Photographer/Photo Supplier to compensation from the Client for that damage.

4. CLIENT CONFIDENTIALITY

The Client must advise the Photographer/Photo Supplier as to whether any information supplied is of a confidential nature. The Photographer/Photo Supplier will keep that information confidential, except where disclosure is reasonably necessary to enable the Photographer/Photo Supplier to complete the Job set out in the Agreement.

5. RESPONSIBILITY FOR PERMISSIONS

The Photographer/Photo Supplier is responsible for acquiring all model releases and other necessary permissions pertaining to the Job/Works.

6. QUALITY OF WORKS

If the Photographer/Photo Supplier produces Works that are in the same style and structure as the Photographer/Photo Supplier's past work, the Client is deemed to have accepted the Photographer/Photo Supplier's artistic interpretation.

Where Works are not of an acceptable technical quality, making them unfit for the purpose of their specified use, then no payment is due to the Photographer/Photo Supplier. The Photographer/Photo Supplier has the right to rectify the defect within a reasonable time, having regard to the urgency of the work. If rectified, the Photographer/Photo Supplier is entitled to receive the full payment, but may not charge the Client any extra fee or cost for rectifying the defect.

7. PAYMENT

The Client shall pay the Photographer/Photo Supplier the various amounts payable in accordance with the Agreement upon completion of the Job provided the Photographic Works are of a satisfactory quality and meet the job specifications set out in the Agreement.

The Photographer/Photo Supplier must bring any increase to the estimate of the fees of 10% or more to the attention of the Client. Any change to the job specifications made or agreed by the Client may alter the fees.

8. FORCE MAJEURE

Neither the Client nor the Photographer/Photo Supplier shall be liable for any failure to fulfil its obligations or any loss or damage arising directly or indirectly due to events including, but not limited to, natural disaster or extreme weather events, fire, explosion, armed conflict, civil commotion, electrical or telecommunication failures, interruption to transportation, other accidents or any other cause outside of their control. If such a situation arises, the Client and the Photographer/Photo Supplier will work together to achieve a suitable outcome regarding the completion of the Job and payment.

9. DISPUTE RESOLUTION

The Photographer/Photo Supplier and the Client agree to use their best efforts to resolve any dispute which arises through good faith negotiations. Either party may raise a dispute by written notice to the other party. Within 3 working days of receipt of a dispute notice, the parties shall meet (or otherwise communicate if meeting is not practicable) and attempt to resolve the dispute through good faith negotiations on a 'without prejudice' basis. Neither party may commence any litigation in relation to the dispute unless 14 days have passed since the parties met (or otherwise communicated) and endeavoured in good faith to resolve the dispute on mutually acceptable terms.

THE PHOTOGRAPHER/PHOTO SUPPLIER:

NAME

PHONE NUMBER

EMAIL ADDRESS

SIGNATURE

DATE

GREAT SOUTH REPRESENTATIVE:

NAME

SIGNATURE

DATE

