

# Terms and Conditions

All Photographs are supplied by Old Asia Photography (hereinafter called "the Licensor") and shall be accepted for use by the Client on and subject to the Terms and Conditions set out below. No variation of or addition to such Terms and Conditions shall be valid and effective against the Licensor unless expressly agreed by the Licensor in writing.

## 1. Definitions

For the purposes of these Terms and Conditions:

"The Licensor" and "The Client" shall, where the context so admits (and subject to the prohibition against assignment by the Client in condition 3 iii), include their respective assignees and successors in title. "The Photographs" mean all photographic material furnished to the Client by the Licensor, including transparencies and electronic images.

"Licensed Use" in relation to any of the Photographs means reproduction by the Client of that Photograph in accordance with the licence granted to the Client under condition 3 i) or any further licence granted under condition 3 ii). "Single Use" in relation to any of the Photographs means the reproduction of that Photograph in a work produced or published by the Client but only in one such work and (where there are two or more editions, issues or print-runs of such work) only in the first such edition, issue or print-run.

"The Fee" means the payment the Licensor is to receive from the Client for the Licensed Use of the Photographs under condition 3 i) as determined by the Licensor's pricing schedule in force at the time they are ordered by the Client.

## 2. Ownership of materials

Title to all the Photographs remains the property of the Licensor. Transparencies must be returned to the Licensor in good condition within 30 days after completion of the Licensed Use. Loss of transparencies will incur a US\$350 compensation fee for each lost transparency

## 3. Use

- i) In consideration of the payment by the Client of the Fee the Licensor hereby grants to the Client a non-exclusive licence for Single Use of the Photographs at any time within one year after the date of their delivery or transmission to the Client by the Licensor.
- ii) Licence to make further use of the Photographs or to use them after the expiration of the period stated in condition 4 i) will normally be granted but only upon a non-exclusive basis and on such terms and upon payment of such further fee as may be stipulated in writing by the Licensor.
- iii) The Client shall not sell, hire out or otherwise dispose of or part with possession of the Photographs or assign or sub-license the agreement constituted by these Terms and Conditions or the licences granted under it.
- iv) The Client shall take all reasonable precautions to prevent any third party from acquiring possession of the Photographs or any interest in them or reproducing or otherwise using them in any way and, except to the extent that they are inconsistent with or modified by those terms, these Terms and Conditions shall continue to apply to the Photographs and to their further use under any such licence.
- v) The Client shall not use the Photographs for any form of pornography or in a defamatory or illegal manner or adapt them in any way, otherwise than by cropping or sizing, and the Client shall indemnify the Licensor and hold him harmless in respect of all claims of whatsoever nature which may arise out of any breach by the Client of the terms of this provision.

## 4. Client confidentiality

The Licensor shall keep confidential and shall not disclose to any third party or make use of material or information communicated to the Licensor in confidence by the Client for the purposes of taking or providing the Photographs.

**5. Payment**

Payment by the Client of the Fee in respect of the Photographs (and any further fees which may be required to be paid by the Client under these Terms and Conditions) shall be made within 30 days after the issue by the Licensor of the relevant invoice.

**6. Right to a Credit**

The Licensor asserts its moral right to be identified as the author of such of the Photographs as are published or otherwise reproduced by the Client. The Client shall procure that 'Old Japan Picture Library' shall appear alongside or immediately below any reproduction by the Client of the Photographs.

**7. Electronic storage**

Save for the purposes of reproduction on the terms of the Licensed Use, the Photographs may not be stored in any form of electronic medium without the written permission of the Licensor.

**8. Nature of Relationship**

The relationship constituted between the Licensor and the Client shall be that of licensor and licensee and neither party shall have authority to act as agent for the other or to commit the other to any obligation towards any third party.

**9. Insolvency**

If the Client shall be adjudged bankrupt or (being a company) shall have a receiver, administrator or administrative receiver appointed in respect of the whole or any part of its property or assets or shall go into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation) the licences hereunder shall thereupon terminate and the Client shall forthwith return the Photographs to the Licensor.

**10. Exclusion of other terms**

These Terms and Conditions shall override all other terms and conditions (if any) which may be put forward by the Client with regard to the supply by the Licensor and/or use by the Client of the Photographs and no such other terms and conditions shall be binding upon the Licensor except to the extent that they are expressly agreed in writing by the Licensor as a variation of or addition to these Terms and Conditions.

**11. Applicable law**

The agreement constituted by these Terms and Conditions shall be governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of justice in England to hear and determine all claims arising out of or in connection with such agreement.