

# Terms and Conditions of Business

1. **PHOTOGRAPHS**  
For the purpose of this agreement "Photographs" means all photographic material furnished by Bluefly, whether transparencies, negatives, prints, digital files/images or any other type of physical or electronic material.
2. **CONTRACT & VARIATION**  
These terms & conditions shall apply to the contract to the exclusion of any other terms & conditions put forward by the Client or Agency. These terms and conditions shall not be varied except by agreement in writing by Bluefly.
3. **LIABILITY**  
Bluefly accept no liability for non-supply of pictures for whatever reason. It is the client's responsibility to ensure that all the necessary clearances have been obtained to allow the pictures to be taken without hindrance or infringements of trademarks or copyrights.
4. **REJECTION**  
Any queries relating to Photographs or the invoice must be raised immediately upon receipt. Photographs cannot be rejected for reasons of style or composition.
5. **PAYMENT**  
Invoices must be paid within the specified period of 30 days. Overdue invoices will be subject to interest at a rate that will be notified on request or at least seven days prior to becoming effective on a specific invoice. Under The Late Payments of Commercial Debts (Interest) Act 1998, interest on overdue debts will be charged at base rate +8%. In addition in accordance with European Directive 2000/35/EC a debt recovery fee at the current rate will also be charged.
6. **DISCOUNTS**  
Any discounts made by Bluefly will be automatically revoked and the full amount charged on all invoices not paid within the specified 30 days.
7. **COPYRIGHT**  
Bluefly retain full Copyright of all Photographs, at all times throughout the world.
8. **LICENCE**  
The Client is licensed to use Photographs only for the purpose(s) specified. No licence becomes effective until the invoice is paid in full. No use may be made of the Photographs before payment without Bluefly's express permission. Any permission for prior use will be automatically revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation. The licence is granted to the named Client only and is not transferable. Permission to use the Photographs for purposes outside the terms of the licence will normally be granted upon payment of a further fee, which must be mutually agreed before such further use.
9. **EXCLUSIVITY**  
The Client will be authorised to publish the Photographs within the term of the licence to the exclusion of all other persons including Bluefly. However, Bluefly retain the right in all cases to use the Photographs in any manner at any time in any part of the world for purposes of advertising or otherwise promoting their work. After the exclusivity period indicated in the Usage Licence Bluefly shall be entitled to use the Photographs for any purposes.
10. **ELECTRONIC STORAGE**  
Save for the purposes of production for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of Bluefly.
11. **CANCELLATION & POSTPONEMENT**  
A booking is considered firm as from the date of confirmation, and accordingly Bluefly will, at their discretion, charge a fee for cancellation or postponement. Currently a cancellation fee of 50% of the project fee will be charged on any job cancelled on or later than 24 hours before the scheduled time booked.
12. **APPLICABLE LAW**  
This agreement shall be governed by the laws of England & Wales.

