

Nivia Freitas Photography - © Copyright Terms & Conditions of Business

In keeping with current industry standards and copyright law, commissioned images remain the copyright of Nivia Freitas Xavier. This protects the interests of us, the photographers, against subsequent reproduction or distribution of the images beyond their initial agreed use.

For the first 2 years the image licence and sole usage rights of any commissioned image remain with the client. During this period these rights – and consequently the image – cannot be re-assigned to a third party by us the photographers without the express permission of the original client.

Thereafter we guarantee that an image will never be sold to a competitor or used in a way that could be deemed derogatory to the original client.

The client may however continue to reproduce the commissioned photography for as long as agreed in the Usage Fees Agreement, providing that it is directly related to promotion or advertising of the original company and not transferred to a third party even if that third party is a subsidiary or linked company.

Should a client wish to secure an image exclusively, for a longer timescale, occasionally we may agree an extended image licence or a copyright buy-out fee depending on the circumstances of the images and the possible future applied uses.

If an image has been commissioned by an advertising agency or other party on behalf of a client, then the advertising agency or other party may not assign rights to anyone other than the original client for whom the work was commissioned.

The advertising agency or other party may retain the right to use the image for its own self-promotional purposes providing that it is in the context of the original use. i.e., an advertising agency may demonstrate commissioned images as part of its own self-promotion or portfolio providing that it is in conjunction with the respective artwork or client logos for which it was originally commissioned. Under no circumstance may an agency reproduce the photography for another project or its own promotional purposes without commissioned images having a direct link to their original purpose.

If photography is commissioned by an agency, it is the responsibility of the agency to ensure that all visuals/briefs or ideas for the photography are original in content. Nivia Freitas Photography or those working for them will not be held responsible for any action brought by a third party for copyright or intellectual property infringement.

In commissioning Nivia Freitas Photography or those working for them, you are declaring your agreement to be bound by the above copyright terms and conditions. Should the earlier mentioned terms and conditions be broken, you may be liable to legal proceedings taken against you in accordance with the Article XI. 293 of the Belgian Code on Economic Law.

Agency:

Client:

Signed:

Date:
