

## **Stock Photo Licence Agreement**

This Licence of Photograph Agreement ("Agreement") is made and entered into by and between:

Andy Butler, (the "Licensor"); and the customer, (the Licensee) at point of purchase.

### **1. Grant of Licence**

The Licensor hereby grants the Licensee a single use, non-exclusive, non-transferable licence to use the digital photograph/s purchased at Andy Butler Photography or associated websites.

This licence is only valid if the full payment is made at time of order or download.

### **2. Permitted Uses**

The photograph may be used by the licensee for editorial purposes only.

**2A.** Should the licensee require additional rights, it is their responsibility to obtain Model Releases, Property Releases and/or any other permission required prior to purchase.

### **3. Restrictions on Use**

The Licensee shall not sublicense, sell, alter, or distribute the photographs beyond the permitted uses without written consent from the Licensor.

**3A.** Images may not be used for any political purpose.

**3B.** Images may not be used in a derogatory, defamatory, threatening, pornographic or illegal way.

### **4. Term and Termination**

This Agreement begins on purchase and shall remain in effect. Either Party may terminate the agreement with written notice if the other breaches the terms.

### **5. Attribution**

Whenever the photographs are used, the following credit must appear:

Photo by Andy Butler/andybutlerphoto.co.uk

### **6. Payment**

The Licensee agrees to pay for the licence at time of purchase. Payment shall be made by credit/debit card or Paypal.

**6A.** It is the buyers responsibility to ensure that the image is suitable for their needs as no refunds are possible after purchase. All sales are final.

### **7. Intellectual Property Rights**

The Licensor retains full ownership and copyright of the photographs. No ownership rights are transferred under this Agreement.

### **8. Amendments**

No changes to this Agreement will be valid unless made in writing and signed by both Parties.

### **9. Governing Law and Jurisdiction**

This Agreement is governed by the laws of England The courts of England shall have exclusive jurisdiction over any disputes arising from this Agreement.

## **Additional Information & Simple Licence Terms**

Images are licenced on a non exclusive single use basis.

Images may not be loaned, re-sold or transferred to any third party.

Images may not be used for any political purpose.

Images may not be used in a derogatory, defamatory, threatening, pornographic or illegal way.

All images may be used for editorial purposes but it is the buyer responsibility to ensure any additional permissions or licenses are obtained for any other use.

It is the buyers responsibility to ensure that the image is suitable for their needs as no refunds are possible after purchase. All sales are final.

Please note that older digital photo files may be smaller than more recent images and copies of transparencies may not be as high quality as current images due to ageing of the originals.

Prices shown are for online sales direct from this website. Email or phone prices may be different.

Discounts for quantities of 5 or more are available.

Multiple use licences may also be purchased. Please email with your requirements for a price

[andybutlerphoto@outlook.com](mailto:andybutlerphoto@outlook.com)

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