

how to...

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... understand Copyright & Fees

The golden rule of Copyright is to remember that the law always assigns ownership to the photographer unless a written agreement specifically passes ownership of the pictures to you as the organisation that assigned the work.

The usage, which you then make of the pictures, will be determined by the license, which the photographer grants. This is exactly the same situation as with computer software or music CD s. When you buy the product you do not actually own the product but buy the right to use the product. If you try to distribute or sell-on the product you are breaking copyright law and may find that legal action is taken against you.

The licence, which you will hold, will probably be of two types:

***1st.Usage Only-** this allows you to use an agreed amount of images from a shoot for one specified use only. Any subsequent use should be agreed in advance and paid for on a separate basis. Although the photographer may leave the pictures with you to store, you have no right to use the images except with prior permission.*

***Extended Usage-** this may go under a variety of names but will allow an organisation to re-use material for a period of time without incurring further cost or the need to gain permission. However, some restrictions of usage will still apply.*

The relation of fees to copyright will mean that the less restrictions imposed on you, the more you will need to pay. Ownership of copyright is normally an expensive business used only by large design or advertising agencies. First usage will prove less expensive but will probably not prove value for money for organisations who need to re-use material.

If there is a second golden rule with copyright it is that nothing is written in stone. Most agreements with photographers are done on a verbal basis and they will be quite happy to discuss any specific requirements you might have with regards to usage. For example, a buy out would allow you to pick out a number of images from a shoot to which you can use to give to the press on an ongoing basis in exchange for an additional amount on your assignment fee.

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Photographers should also be sensitive of concerns which you might have with regards to privacy or subjects of a sensitive nature. There may be images which you would prefer not to be published elsewhere, always talk to the photographer about this before the assignment takes place.

This is a simplified version of copyright law and anyone who feels they might be going against these points should consult a copyright lawyer. What makes this subject particularly difficult is that no one, least of all photographers, applies these rules uniformly. There are a significant amount of photographers who do not know or do not enforce their rights under copyright law. It is important to realise that this does not mean that they do not have these rights and cannot enforce them at a later date. Try to clarify what you both understand as the rights of usage and do this before the shoot has been assigned.

For further information on the subject you could try ;

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