

# how to...

third avenue ltd.  
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## ... HOW TO USE THE AGENCY – TERMS & CONDITIONS

1. In this Agreement the terms (a) PICTURE includes a photograph, transparency, negative, design, artwork, painting, montage, drawing, engraving, or any other item, which may be offered for the purposes of reproduction; (b) REPRODUCTION includes any form of publication or copying of the whole or part of any picture, altered or not, whether by printing, photography, slide projection (whether or not to an audience), xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means. These terms and conditions constitute a legal agreement between you (herein known as Client, You, Your) and Third Avenue Ltd. (herein known as Third Avenue, We, Our, Supplier). Information on this site is provided without any representation or warranty and in no event shall Third Avenue Ltd. or any member of the company be liable in connection with the use of the information or images made available unless specifically stated otherwise.
2. Pictures are supplied on LOAN and no property or copyright in any pictures shall pass to the Client whether on its submission or on the Supplier's grant of reproduction rights in respect thereof.
3. Pictures, which have been downloaded from the library, are licensed to be used no larger than the specified size for the file (ie;A4, A5, A6). The Licence for the pictures is for one usage only, after which the digital files should be trashed. Mounted & Framed prints are for personal use only & no licence for reproduction is included in the fee. Further Terms & Conditions relating to use are as follows;
  - (a) Reproduction rights (if and when granted) are strictly limited to the use, period of time and territory specified on the Supplier's invoice and unless otherwise agreed in writing relate to a single publication in a single size with text (if any) in one language only.
  - (b) Reproduction rights are not granted exclusively to the Client except when specified on the invoice.
  - (c) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.
  - (d) Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.
  - (e) Third Avenue Ltd. reserves the right to cancel a subscription without refund, if it is believed that the client is not complying / has not complied with the terms and conditions of use.

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4. Third Avenue reserves the right to renegotiate terms of license at any time and can terminate or limit an account without notice should the licensee breach or be under suspicion of breaching any terms and conditions laid out in this document.
  - (a) The term "unlimited usage" applied to Subscription Licenses, describes repro use of the library not exceeding five times the equivalent repro fees of the original subscription license fee levied.
5.
  - (a) Until the Supplier has invoiced the reproduction fee neither party is committed to grant or to acquire any reproduction rights in any picture. After a fee has been agreed and an invoice issued there is a firm and binding contract whereby the Supplier is committed to grant reproduction rights and the Client to acquire them. If after such invoicing but before payment, the Client requests cancellation of the reproduction rights the Supplier may in its discretion cancel subject to the Client paying a cancellation fee.
  - (b) The Client's right to reproduce a picture arises only when the Supplier's invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling the Supplier to rescind the Agreement and rendering the Client liable for the payment of damages.
  - (c) The Client agrees to indemnify the Supplier in respect of any claims or damages or any loss or costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by the Supplier.
6.
  - (a) The Supplier's invoice shall be paid within 30 days of issue save in the case of newspaper, periodical and broadcasting clients where payment shall be made no later than the end of the calendar month immediately succeeding publication or use.
  - (b) If the payment is not made in accordance with (a) above then the Supplier may rescind this Agreement and recover damages, or, at its option, may charge interest on the overdue amount at 2% per month on the outstanding balance.
7. All pictures used should be credited with the line [www.third-avenue.co.uk](http://www.third-avenue.co.uk). Unless otherwise agreed in writing, if any picture reproduced by the Client omits the copyright notice or credit line specified by the Supplier the reproduction fee payable by the Client shall be subject to an increase.
  - b) The Author has asserted his right to a credit in accordance with sections 77 and 78 Copyright, Designs and Patents Act 1988.

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8. In the case of printed publications, two copies of the relevant pages containing any picture supplied are to be furnished to the Supplier by the Client free of charge within two weeks. In other media evidence of use must be made available if requested.
9. All Third Avenue pictures are editorial & should be used in a context relevant to the caption supplied with the picture. Although all the pictures have been taken with the consent of any people pictured (where applicable), they should not be regarded as "model released" and the use of the picture may not be suitable in a context, which has no relevance to the original circumstance in which it was taken. It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that the Supplier gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture is used or reproduced by or with the authority of the Client then the Client shall indemnify the Supplier against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.
10. The Copyright for all Assignments always remains with Third Avenue or jointly between Third Avenue & the photographer, unless specifically handed to the client in a written agreement before commencement of the work.
11. Third Avenue reserves the Right to place pictures into its picture library at its own discretion.
12. **PRIVACY POLICY** - Third Avenue Ltd respects the rights of the individual to privacy and upholds the following practices with regard to all information supplied about users of this website.  
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If you have comments or concerns about this policy or anything related Third Avenue Ltd photography, please don't hesitate to contact the Third Avenue Ltd Photo Desk, at 020 7336 7222