

# alamy

**The Contributor Contract**



# The Contributor Contract

This is your contract with [Alamy Ltd](#) which you (“the [Contributor](#)”/ “you”) “sign” when you [register as a contributor](#). By registering you accept that a legally binding contract has been entered into with Alamy on the terms set out in these Terms and Conditions. The Registration pages on the website form part of this contract.

The Small Print in Larger Print (All the legal wording written in Plain English)

- You are signing up to submit images and have them sold by Alamy
- You also have the option to sell through our network of distributors
- You are responsible for the content you upload, and you must be the copyright holder or have their permission
- We will pay you 50% of a direct sale made by Alamy
- You can quit with just 45 days notice.
- We report sales to you as soon as we know about them
- We'll pay you every month that your balance is over \$75
- You will caption and keyword your images
- The information you supply must be correct, particularly when talking about model or property releases
- Prices are determined by Alamy

Alamy's customers cannot use photos for pornographic, defamatory, or any other unlawful purposes.

Alamy is a member of the British Association of Picture Libraries and Agencies (BAPLA) and the Digital Media Licensing Association (formerly PACA)

## Your contract with Alamy Ltd

- contains all the contractual conditions you need to know about working with us.
- gives details of our current commission model, **Alamy Blue**
- **gives details of:-**
  - What you get paid.
  - When you get paid.
  - How you get paid.
- gives all financial information in US Dollars, but we can pay you in other currencies.

Any amendments take 45 days to come into effect after we post them here: [Changes to the Contract](#).

## A. Key Terms



**1.1** You wish to appoint the [Alamy Group](#) (“Alamy” / “we”/ “us”) to exploit all rights in the [Images](#) throughout the World in all media.

**1.2** Under this contract Alamy is authorised:

**1.2.1** to add the Images to one or more of its databases;

**1.2.2** to license the Images to Customers on the basis of a Royalty Free Licence or Rights Managed Licence. If you sign up to the Novel Use Scheme Alamy will also be authorised to license the Images to [Customers](#) on the basis of Novel Use Licences;

**1.2.3** to set and agree prices in its absolute discretion;

**1.2.4** to deduct its commission and fees as set out in the Alamy Commission Table; and

**1.2.5** to remit the balance in accordance with an effective method of transfer selected by you at [Registration](#) or in [My Alamy](#) at any time.

**1.2.6** to vary this contract by altering or deleting any of its provisions or adding any new provisions by giving 45 days prior notice at any time subject to your right of termination.

**1.2.7** to terminate the contract on 45 days’ notice in accordance with the section entitled "Termination" below.

**1.3** Under this contract (subject to the restrictions stated in the contract) you have the right to:

**1.3.1** Control country, usage, media type and industry in which Images are available for use by Customers for Rights Managed Images but not for Royalty Free images or Novel Use Licences, for all Images except video clips.

**1.3.2** Control whether each Image you submit is displayed as Rights Managed or Royalty Free, and in either case whether your Images are available for Novel Use Licences.

**1.3.3** Choose whether to opt into the Distribution or Novel Use Schemes.

**1.3.4** Delete any Images after one hundred and eighty (180) days notice. On image deletion Alamy will cease to grant Licences for the Image so deleted (but without prejudice to any Licences which may subsequently be granted for:



- i. Images relating to a specific use that have already been downloaded by a Customer for the purpose of such specific use prior to deletion, provided that Alamy will only be permitted to grant for a period of 2 years following deletion;
- ii. Images relating to a specific use in respect of which Alamy had entered into negotiations with any Customer or Distributor prior to the date of deletion, provided that Alamy will only be permitted to grant Licences for a period of 2 years following deletion;
- iii. or Images that are being re-used, in accordance with clause 6.4.1.

**1.3.5** Update the [System](#), and must do so in respect of any sale on exclusive terms not made via the Alamy System.

**1.3.6** Supply your Images on a non exclusive basis and may therefore sell your Images in any other way you wish as long as you comply with the terms of this contract.

**1.3.7** Only with Alamy's permission and if you are an [Agency Contributor](#) you may set your own prices for your Royalty-Free Images (but not for Rights Managed or Novel Use Licences).

**1.3.8** Terminate the contract on 45 days' notice in accordance with the section entitled "Termination" in the Terms and Conditions.

#### **1.4** Under this contract you must

**1.4.1** Be the [Copyright owner](#) of the Images or have authority from the Copyright owner to enter into the Contract.

**1.4.2** Grant the Customer the right to alter Images providing such alteration is not pornographic, defamatory or otherwise unlawful and you undertake that the person who created the Image has waived all moral rights in respect of use of the Image by Alamy, its Customers or any other third parties.

**1.4.3** Ensure all Metadata is factually correct and keep it up to date.

**1.4.4** Ensure that where you have indicated that a [Model](#) or [Property release](#) exists, you are able to make the release(s) available to Alamy if so requested.**1.4.5** Provide and maintain a valid and accessible email address supplied to Alamy at registration or at a later date via MyAlamy. We will use this email address to contact you with



contractual notifications, operational updates, helpful tips and other relevant information.

## Alamy Commission Table

Alamy commission models, rates, fees and payment	Current model
	Alamy Blue
Alamy commission For sales through <a href="http://www.alamy.com">www.alamy.com</a>	50%
<a href="#">Alamy Distribution commission</a> For sales through our distributors (30% to Alamy, 40% to the distributor)	70%
<a href="#">Alamy Novel Use commission</a> For sales through Novel Use	50%
<a href="#">Alamy video commission</a> For video clip sales	50%
Payment frequency - We will pay you monthly , if your <a href="#">Cleared funds</a> exceed USD\$75	

For the discontinued Alamy Green and Red models please see the table at the bottom of the [contract](#).

### Types of Licence (together called “Licences”)

#### ***“Rights Managed Licence”***

referred to on the website as “Rights Managed” , or “RM” means any Licence granted by Alamy during the period of this contract in respect of any Image defined by the Contributor as Rights Managed and combining rights defined by: territory, period, media, industry, print run and other relevant criteria.

#### ***“Royalty Free Licence”***

referred to on the website as “Royalty Free”, or “RF” means any Royalty-Free Licence granted by Alamy during the period of this contract in respect of any Image defined by the Contributor as Royalty Free with the price determined by file size, usage, or other criteria as deemed appropriate by Alamy.

#### ***“Novel Use Licence”***

means any Novel Use Licence granted by Alamy during the period of this contract. If you grant



Novel Use rights you grant Alamy permission to sell your Images at any price and by any method we feel appropriate.

## **TERMS AND CONDITIONS OF THE CONTRACT**

### **1. The Images**

**1.1** “Images” means any digitised photograph, video clip, illustration or other Image of whatever nature which at any time during the term of this Contract you submit to Alamy.

**1.2** The Images must comply with all Alamy’s technical, quality, content and other criteria and requirements as set out on the Alamy site at the time of your submission. Alamy reserves the right to delete any Images which do not comply with any of these criteria.

**1.3** Acceptance of an Image by Alamy shall be at Alamy’s sole discretion and Alamy may at any time reject or delete Images at absolute discretion and any such material will no longer form part of the Contract.

**1.4** Where you make a submission on CD or DVD, Alamy shall securely destroy the medium after uploading the Images onto the System. Where you submit Images by hard drive, Alamy will return the hard drive to you at your expense after uploading the Images onto the System.

### **2. Submission and deletion of images**

**2.1** You must assign the licence types available on the website to each Image you submit, and must ensure that you understand the implications of each licence type(s) you select. You accept that once a licence type is chosen it cannot be changed unless changed by Alamy from Royalty Free or Rights Managed-Exclusive to Rights Managed under clause 6.2.

**2.2** You cannot submit identical or similar images to Alamy as both Royalty-Free and Rights Managed. The licence type on Alamy for an image must be the same as the licence type for that image and similar images which you have on other agency websites.

**2.3** You must keep the System up to date at all times by any method notified to you by Alamy including use of “Manage Images” section of the website and/or any spreadsheet. If you give Alamy permission to update the System, or if Alamy updates the System for any reason, Alamy shall not be liable for any mistakes or omissions.



**2.4** You may delete any Images after one hundred and eighty (180) days notice, subject to the section entitled "Pricing and Promotion". This is in addition to your rights to terminate the Contract set out below.

### **3. Effects of deletion**

**3.1** If an Image is deleted, whether by you or by Alamy then any Licences then existing will still remain and Alamy will still be able to grant Licences for:

**3.1.1** Images relating to a specific use that have already been downloaded by a Customer for the purpose of such specific use prior to deletion, provided that Alamy will only be permitted to grant Licences in accordance with this clause 3.1.1 for a period of 2 years following deletion;

**3.1.2** Images relating to a specific use in respect of which Alamy had entered into negotiations with any Customer or Distributor prior to the date of deletion, provided that Alamy will only be permitted to grant Licences in accordance with this clause 3.1.2 for a period of 2 years following deletion;

**3.1.3** Images that are being re-used, in accordance with clause 6.4.1.

### **4. Warranties**

You warrant that :-

**4.1** You have given full and accurate information at Registration including your full legal name and address and payment details and you will keep that information up to date at all times.

**4.2** The Copyright Owner is the sole owner free from any third party rights of the entire copyright and all other intellectual property rights throughout the World in the Image except for the Prior Rights (if any);

**"Prior Rights"** means any previous licence or other right granted for the use of that Image. Where an Image has previously been Licensed by Alamy and then deleted from the System, Prior Rights include those previous Licences by Alamy.

**4.3** Where the contract is entered into by an agent on behalf of the Copyright Owner the agent has the full authority of the Copyright Owner to enter into this contract.

**4.4** You hold the rights to grant, market, license, sell or assign all rights in the Images, including but not limited to the rights to grant reproduction rights in the Images for digital media, print, motion picture, television, video, cable, computer, radio, cartoon,



merchandising and/or Internet, to make the Images available on electronic equipment, and other similar media or via the Internet, and to include them in any catalogue, Internet sites or marketing in any form (“the Rights”); Except for the Prior Rights (if any) there is not and will not during the term of this contract be any fetter on Alamy licensing each Image to a Customer to the fullest extent possible.

**4.5** You hold all permissions needed for the exploitation by third parties of the Rights, including, without limitation, from subjects or owners of products or property depicted in the Images and/or original clients for whom the Images may have been created. Any exercise by Alamy of the Rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Images), in particular with regard to laws relating to trade mark, copyright, indecency and obscenity, privacy, publicity and defamation within the UK, USA or elsewhere.

**4.6** Where you have indicated that a [Model release](#), [Property release](#) or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, is available. the release must (a) be legally binding and (b) (except as otherwise notified to Alamy via the website or, with the agreement of Alamy, via email) authorise all uses of the Images anywhere in the world including without limitation uses in relation to sensitive issues; you must make the release(s) available to Alamy if so requested.

**4.7** You have detailed in the relevant fields of the System all Licence restrictions and all Prior Rights applicable to each Image.

**4.8** You grant to the Customer the right to alter the Images including any cropping, manipulation, combining and creation of derivative images providing such alteration is not pornographic, defamatory or otherwise unlawful. You undertake that the person who created the Image has waived all moral rights in respect of use of the Image pursuant to this Contract by Alamy, its Customers or any third parties.

**4.9** There are and will be no claims by any other party in connection with the use or reproduction of any of the Images;

**4.10** You will ensure that all captions, keywording, descriptions and [Pseudonyms](#), rights management or other information pertaining to the Images are and will remain accurate and do not infringe the copyright or other rights of any third party, and are not defamatory or pornographic.

**4.11** Any information supplied for display with any Image, including captions, keywords, pseudonyms, agency names and descriptions only includes information that is pertaining to the specific Image itself, and does not include contact details, web

addresses, Uniform Resource Locator's (URL's) and copyright and rights management information;

**4.12** Where Alamy or Distributor has Licensed an image to one of its Customers, You agree that You will not contact the Customer for any reason pertaining to this sale or the use of the Image. In relation to alleged copyright Infringements You agree to contact Alamy first to check there is no relevant download or licence before contacting the user of the image and not to contact them if Alamy advises You that there is a relevant download or licence.

**4.13** Where your Image(s) are included in search engine listing and promotion, pursuant to clause 15.1, no claim will be made by you, for breach of copyright in respect of the Images displayed.

## **5. Indemnities**

**5.1** You will indemnify, defend (at the request of Alamy) and hold Alamy and its sub-licensees and assigns harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of your representations, obligations and warranties in this Contract. This paragraph will remain in force after the termination of this Contract.

## **6. Appointment of Alamy**

**6.1** You appoint Alamy as your non-exclusive licensee to exploit all Rights in the Images in the Territory in all media whether current or yet to be developed, using the System.

**6.2** Where you appoint Alamy as your licensee to grant Royalty Free Licences in respect of an Image, Alamy may vary the Licences it grants in respect of that Image from Royalty Free to Rights Managed-by giving 45 days prior notice to you at any time. If you notify Alamy during the 45 day notice period that you do not agree to such variation then Alamy may either continue to grant Licences in accordance with the original licence type in respect of that Image or, at Alamy's option, may delete that Image from the System.

**6.3** You may appoint Alamy as your licensee to grant Novel Use Licences in respect of all of your Images. Such appointment may be made by you confirming through the Alamy website or by email. You may terminate Alamy's right to grant Novel Use Licences in respect of your Images at any time during the month of April in each year

through the Novel Use page on the Alamy website without prejudice to your general rights of termination under this Contract.

**6.4** Alamy has full authority to negotiate all terms of commissions, licences and reproduction rights in the Images including the fee, duration and scope of any licence. You authorise Alamy to agree to any cropping, manipulation, combining and creation of derivative images.

**6.4.1** When re-licensing Images that have been previously licensed to a Customer, if in Alamy's reasonable opinion the content within which the Image/s is to be used is the same or very closely similar to that of the previous use (for example extensions of print runs, foreign language versions, new editions and reproduction in new or different forms of media), Alamy is permitted to grant a re-use licence on the terms and conditions, restrictions and availability in place at the time of the original Licence. This clause will remain in full force and effect even after termination of this contract or deletion of the Image/s. As an example, Alamy is not entitled to grant Licences for a book called 'Countries of the World' if the previous use was a book called 'The World Encyclopaedia' with different content or to grant Licences for a magazine or advert if the previous use was for a book.

**6.5** Alamy shall have the right to add, amend or delete any metadata for an Image if in Alamy's opinion this would be likely to increase the sales potential for that Image or if it believes the metadata to be incorrect.

**6.6** Alamy is entitled to set and agree prices in its absolute discretion.

## **7. Alamy's Obligations**

**7.1** Alamy agrees to use its reasonable endeavours to grant licences as you have requested. However if Alamy (or one of its Distributors) sells an Image outside the terms specified by you it shall not be liable for any loss.

**7.2** Alamy agrees to use its reasonable commercial endeavours, utilising the System, to obtain reasonable Licence fees.

**7.3** Alamy shall act as licensee in respect of the Images and does not act as an agent.

**7.4** Where you are agent for the Copyright Owner, Alamy's contract is with you only.

## **8. Pricing and Promotion**



**8.1** Alamy offers [Custom Pricing](#) to some of its Customers in relation to Rights Managed Images with or without exclusivity and Royalty Free Images i.e. pricing Contracts entered into with Customers where Images are licensed for set amounts, dependent upon usage or dependent upon volumes of Images purchased. These Licence prices may vary from those of the Alamy licence calculator and you agree that your Images can be Licensed at these rates without Alamy having to consult you.

**8.2** Alamy offers its Customers the ability to price up all Images on its site by using a Licence calculator. You agree that Alamy can sell Images at the prices from this calculator without Alamy having to consult you.

**8.3** Promotion - Alamy shall have the right to offer Customers promotions on Images to promote the Alamy service without Alamy having to consult you. Promotions may include, but are not limited to:

**8.3.1** acquiring new Customers; or

**8.3.2** stimulating buying from existing Customers by offering discounts.

**8.4** If you are an Agency Contributor you may set your own prices for your Royalty Free Images (but not for Rights Managed Images or Novel Use Licences). Agency Contributors can supply pricing via spreadsheet or via any other means agreed with Alamy. Alamy is still entitled to discount these prices in accordance with the preceding clauses, without reference to you.

## **9. Novel use Licences {participation in novel use is optional}**

If you grant Novel Use rights;

**9.1** you grant Alamy permission to sell your Images at any price and by any method we feel appropriate without Alamy having to consult you.

**9.2** In addition to the Promotion rights set out in 8.3 above, Alamy shall have the right to supply Images to third parties without having to consult you. Examples may include, but are not limited to;

**9.2.1** Trials with new customers

**9.2.2** Prototypes/proof of concept

**9.3** Where Alamy does not make a charge to these third-parties, the Contributor will not receive payment.



## **10. Credits, Copyright Notices and Promotion**

**10.1** Customers of Alamy using Images will be instructed to credit your Pseudonym /Alamy or, where applicable, the Agency Contributor name/Alamy.

**10.2** Alamy cannot guarantee a photo credit in any instance, and will not be held liable if a photo credit is not made. Nor can Alamy guarantee if a photo credit is made that it will show your Pseudonym or where applicable your Agency Contributor name.

**10.3** Alamy shall have the right, including in advertising and publicity in any media, to use your name to advertise and promote the System and/or the Alamy brand.

**10.4** Provided you acknowledge Alamy's rights you may use Alamy's trade marks in any lawful promotion or publicity without Alamy's prior written consent. Pornographic, defamatory or other unlawful use including use in unsolicited electronic communications is not permitted. Alamy shall be entitled to revoke this permission if it becomes aware of any use of its trade marks which it deems inappropriate.

## **11. Distribution {Participating in distribution is optional}**

**11.1** If you agree to your Images being Licensed to end user Customers through any third party appointed by Alamy ("a Distributor"), in territories to which you have given your agreement then all of your Images will be available for sale by Distributors in the territories specified. You confirm your agreement through the Alamy website or by e-mail

**11.2** Images which have any restrictions in place will be excluded from the Distribution scheme.

**11.3** You agree that you will specify in which territories you wish your Images to be available. Once these territories have been selected you may deselect all or any of the territories at any time during the month of April in each year through the Distribution page of the Alamy website.

**11.4** You agree that in respect of all sales made by Distributors the Distributor Commission as specified in the Alamy Commission Table will apply.

**11.5** Images supplied to Alamy and signed up to Distribution are available to be used free of charge for marketing purposes by the Distributor based in that territory to promote sales of Alamy's Images and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor.

## **12. Statements and Payment**



**12.1** For the purposes of this clause;

**12.1.1** “Net Revenue” means the gross income derived from the exploitation of the Rights, less:

**12.1.1.1** [Alamy Commission](#)

**12.1.1.2** Any amounts deducted by sub agents or licensees including but not limited to Distributors (if applicable)

**12.1.1.3** Sales Tax (if applicable)

**12.2** As soon as a licence is purchased by a Customer paying by credit card or when an invoice is raised to a Customer, Alamy shall report to you online. The report shall be in US Dollars and shall:

**12.2.1** specify the Licence or Licences granted;

**12.2.2** for each Rights Managed Licence include details of the terms of the Licence including details of any exclusivity which has been granted;

**12.2.3** for each Royalty Free Licence include details of file size

**12.2.4** record the [Licence fees](#) received and any due but not yet paid;

**12.3** If at the start of the first day of any calendar month the Cleared Funds in your account exceed \$75 Alamy will within 30 days pay you the balance due to you being:

**12.3.1** the Net Revenue

**12.3.2** if you are UK VAT registered, VAT at the currently prevailing rate.

**12.3.3** less any debit balances on your account;

**12.4** The payment due for each month shown in the statement shall be paid to you in the currency specified in My Alamy. However no payment will be made and the amount shall be carried forward to the following month, if

**12.4.1** the amount due is equal to or under US \$75, or

**12.4.2** we have previously tried to pay you and your details are incorrect and have not been updated, or



**12.4.3** we no longer support the payment method you have chosen.

**12.5** If any amount due to you includes a fraction of one cent we may, at our option, round the fraction either up or down to the whole cent.

**12.6** Amounts due to you where you are not paid in US Dollars shall be converted from US Dollars to the currency for payment at the rate provided by Alamy or Alamy's [Payment provider](#) on the date of payment or the preceding UK working day. If the rate is provided by Alamy it will be within 2.5% of the spot rate on that day.

**12.7** Alamy may recover by debiting a Contributor's account or otherwise:

**12.7.1** any sum incorrectly or inadvertently credited to your account.

**12.7.2** any amounts due from you to Alamy where you are also a purchaser from Alamy or a Distributor.

**12.7.3** all costs and handling charges incurred by Alamy but properly payable by you including without limitation: non-payment of postage of items sent to Alamy, import taxes charged to Alamy where customs values have been incorrectly entered for submissions sent to Alamy, and charges from your bank recharged to Alamy's payment provider.

**12.7.4** all other amounts due to Alamy from you including, where Alamy is entitled to be indemnified by you in the circumstances set out in clause 5 sum representing the likely total amount of such indemnity.

**12.8** Licence Fees charged to Customers in currencies other than US Dollars are recorded on your statements in US Dollars. The exchange rate used will be reviewed monthly and adjusted in line with exchange rate fluctuations.

**12.9** If any remittances made to you by Alamy shall not have been cashed in any 2 year period, Alamy may remit the balance in the account of the Contributor to a charity of Alamy's choice.

### **13. Self billing for UK Value Added Tax (VAT) registered Contributors**

**13.1** You must inform Alamy whether you are registered for VAT and must inform Alamy if at any time the position changes including any change in your VAT registered status, a change of your VAT number or if you sell all or part of your business.

**13.2** Where you are UK VAT registered, you agree that Alamy will self bill you. Alamy will issue self-billed invoices to you for all Taxable Supplies made to Alamy by you



(Taxable Supplies is defined by HM Customs & Excise as all goods and services which are VAT rated). The self-billed invoices will include your name, address and VAT number, together with all other details that constitute a full VAT invoice.

**13.3** Alamy, whose VAT number is 718 2941 23, will agree new terms for self billing with you if Alamy's VAT number changes and Alamy will inform you if the self-billed invoices are outsourced to a third party.

**13.4** If it is subsequently found that you were not VAT registered or have failed to provide accurate and current information relating to your VAT status, then you shall immediately on demand by Alamy repay to Alamy any VAT paid over incorrectly (together with any associated interest and penalties incurred by Alamy). Alamy may recover by debiting your account any money due to Alamy in respect of tax and any associated interest or penalties.

#### **14. Audit Rights of Contributor on Alamy**

**14.1** Alamy shall initiate an audit of its Systems and its allocation of payments due to Contributors on a yearly basis by an independent firm of Chartered Accountants of Alamy's choice.

**14.2** Upon receiving 30 days' written notice, a Contributor may review the audit methodology and a copy of the System audit with the deletion of any records of other Contributors and the deletion of any other confidential commercial items.

**14.3** In the unlikely event of a material dispute between you and Alamy regarding amounts due to you, Alamy shall, at a convenient time and upon receiving 30 days' written notice, allow your representative (who shall be either a qualified lawyer or accountant) to inspect Alamy's records which relate only to your account. The costs of the inspection shall be paid by you except if it reveals an underpayment to you of more than US\$1000 in any 12 month period where Alamy will correct the records, make any payments due and reimburse the actual costs of your audit.

#### **15. Advertising and Promotion**

**15.1** You agree that the Images may be used at Alamy's option without charge and without prior consent or approval from you in [Promotional/Marketing material](#) designed to promote sales of Images and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor. You agree that any such promotional items may be distributed by Alamy worldwide for up to two years, notwithstanding the earlier termination of the Contract for any reason. For the avoidance of doubt



Promotional/Marketing material also includes articles and interviews featuring Alamy and/or its imagery, social media and search engine listing and promotion including but not limited to 'Google Images'.

**15.2** Where Images are used to promote the Alamy name/brand in general, Alamy will make reasonable efforts to provide a photo credit to you where commercially reasonable, but you understand that Alamy cannot guarantee a photo credit to you and will not be held liable if one is not made or is made in a different format from that requested by Alamy.

## **16. Breaches of Licences and Defaults by Customers**

**16.1** You recognise that Alamy shall have no obligation to conduct any verification or check of the character, standing or financial position of any Customer.

**16.2** Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Images, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Images. In the event of any alleged breach of any Licence by a Customer or any other infringement of intellectual property or other rights in an Image, Alamy may either take action itself against the Customer or alternatively inform you that it will not be taking action and you may then do so at your option.

**16.2.1** If Alamy takes action Alamy may (but shall not be obliged to):

**16.2.2** make such claims and take such action as may be necessary (in the opinion of Alamy) in connection with it. Fifty percent (50%) of all amounts recovered by Alamy in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Alamy) shall be paid to you.

**16.2.3** If you take action then Alamy's sole obligations shall be to at your request and cost, provide testimony in any action which may be brought by you by verifying the terms of the contract entered. Prior to giving this assistance Alamy may require you to have indemnified Alamy for all of the costs and expenses of any such action including at Alamy's discretion providing and securing the costs of Alamy's legal and other advisers.

**16.3** You agree that where Alamy incurs legal and/or other specific costs relating to an outstanding amount owed by a Customer then these costs will be recouped by Alamy first before accounting to you. For the avoidance of doubt should a debt be only partially cleared by a Customer then Alamy will recoup its specific costs first and then divide the remaining amount between you and Alamy in line with the commission

schedule in force at the time the debt was invoiced. Alamy shall not be obliged to pursue payment of debts owed by Customers if, in Alamy's opinion, the prospects of recovery are not good enough to justify the likely collection costs. **16.4** If a Customer is declared bankrupt or goes into liquidation owing Alamy any money, we will write off the debt. If we subsequently receive any money from the official trustee or liquidator we will donate any such amount to charity if the amount recovered means it is not cost effective to pay out the funds we receive.

## **17. Loss of Images or Failure of System**

**17.1** Due to the nature of server provision, downtime and lost transmissions may occur. In recognition of this it is agreed that Alamy shall have no liability to any Contributor or Copyright Owner for:

**17.1.1** the loss of any Image or for any deterioration or damage to any Image on the System; or

**17.1.2** any failure of the System which causes lost Licence Fees.

**17.2** Contributors shall be responsible for maintaining original and digital back-up copies of all Images submitted to Alamy and will provide replacement digital copies to Alamy on request at any time.

**17.3** Where Contributors make a submission by disc or any physical medium, Alamy shall be under no obligation to return such disc or other property.

**17.4** Alamy is entitled to amend the System or remove an online upload facility at any time.

## **18. Liability of Alamy**

**18.1** Alamy's liability for negligence or breach of any of the provisions of this Contract shall not:

**18.1.1** exceed the total Commission payable to Alamy during the 12 month period preceding the negligence or breach. For the purposes of this subclause, the total Commission payable to Alamy during the 12 month period shall be deemed to be no less than \$1,500 and no more than \$30,000; or

**18.1.2** be claimed more than 12 months after the date of the alleged breach.

**18.2** Alamy shall have no liability to you for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether or not caused by the negligence of Alamy, its servants or agents)



**18.3** The terms of this clause shall not prevent any liability or claim for death or bodily injury nor any claim arising from wilful default or gross negligence on the part of Alamy or any of its servants, agents or otherwise.

## **19. Amendment and Variation**

**19.1** Alamy may vary this Contract by altering or deleting any of its provisions or adding any new provisions by giving you 45 days prior notice at any time.

## **20. Termination**

**20.1** You may terminate this contract:

**20.1.1** on 45 days prior notice to Alamy at any time;

**20.1.2** immediately by written notice to Alamy if Alamy:

**20.1.2.1** breaches any terms of this Contract which breach is not capable of effective remedy; or

**20.1.2.2** breaches any term of this Contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

**20.1.2.3** enters into insolvent liquidation.

**20.1.2.4** ceases to carry on its business of operating the System.

**20.1.2.5** where Alamy gives 45 days notice to vary the contract pursuant to clause 19.1, by written notice to Alamy at any time during that 45 day period expiring at the end thereof.

**20.2** Alamy may terminate this contract:

**20.2.1** on 45 days' prior notice to you at any time;

**20.2.2** immediately on written notice to you if :

**20.2.2.1** you breach any terms of this Contract which breach is not capable of effective remedy; or

**20.2.2.2** you breach any term of this Contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

**20.2.2.3** you are declared bankrupt or go into liquidation or receivership or an administrative receiver is appointed over all or any part of your assets or a meeting of creditors is called

**20.2.2.4** Alamy decides to terminate its operation of the System.

**20.2.2.5** Alamy may at its discretion, without terminating this contract in relation to your other Images, delete any individual Image(s) at any time.

**20.3** On termination Alamy shall;

**20.3.1** delete from its Website each Image provided by you in respect of a terminated contract;

**20.3.2** continue to account to you in respect of Licences granted before termination or Licences granted as allowed elsewhere in this contract, including in accordance with clauses 1.3.4, 3.1.3 and 6.4.1;

**20.3.3** not return to you any data, of whatever kind, relating to an Image or an Image itself.

**20.4** The termination shall not prejudice any licences then existing or any negotiations which Alamy has properly entered into with any third party prior to the date of termination or the grant of Licences for Images already downloaded by a Customer prior to termination.

**20.5** You undertake for yourself and the Copyright Owner that following termination neither of you will enter into any Licence or disposal which conflicts with any Licence granted during the period of this contract by Alamy.

## **21. Notices**

**21.1** Any notice under this contract may be sent electronically to the email address notified by each party to the other and may also be sent either by pre-paid first class post, recorded delivery or registered post, to the name and address notified in accordance with this clause. A notice served under this clause shall be deemed to have been received on the expiration of 48 hours after service. Any notice sent by Alamy to your email address notified to Alamy shall be deemed to have been duly served on you whether or not such notice is actually received by you.



**21.2** Alamy may also serve notice on you by a display on its website in a reasonably prominent position to which the attention of Contributors is drawn.

**21.3** Please note that Alamy may contact you at the e-mail address, postal address or on the telephone numbers given when you [register as a contributor](#) or those supplied in My Alamy at a later date

## **22. Marketing**

**22.1** Alamy reserves the right to circulate the details of you to other companies within the Alamy Group and Alamy and such companies may contact you by email or otherwise about other services. At all times we will adhere to applicable data protection laws and Alamy's privacy policy

## **23. Assignment and Parties**

**23.1** This contract will continue for the benefit of and be binding upon Alamy and you and your respective successors in title and assignees. You may only assign the contract with the prior written consent of Alamy.

**23.2** Alamy may assign this contract to any member of the Alamy Group or any third party and if it does so references herein to Alamy shall thereafter be to such third party or Alamy Group company and references herein to the Alamy Group shall be to any Subsidiary of such third party or Alamy Group company, or the Holding Company of such third party or Alamy Group company or any Subsidiary of such Holding Company or Alamy Group company.

**23.3** No person who is not a party to this contract (including any Copyright Owner) may enforce any term or condition of it and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## **24. Entire Understanding**

**24.1** This Contract supersedes any previous contract between the parties relating to the Images and constitutes the entire understanding between the parties and is binding upon them, your executors, successors or assigns.



**24.2** If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **25. Disputes and Governing Law**

This Contract shall be governed by and interpreted in all respects in accordance with the laws of England and Wales. If any dispute shall arise between you and Alamy in connection with or in relation to this Contract the matter shall be resolved by the Courts of England and Wales.

## **26. News Images**

**26.1** All Images submitted via any designated routes for News, Sport or Entertainment Images must adhere to Alamy's published guidelines for News Images.

**26.2** An Image submitted as a News Image must be free of any manipulation or alteration which alters the truth of the Image.

**26.3** The decision as to whether an image is suitable for representation as a News image is at Alamy's sole discretion.**27. Infringements**

**27.1** Alamy reserves the right to pursue Infringements (where the image has been sourced from Alamy or its System, including where the Image is exclusive to Alamy and where an Alamy credit is present.) You agree to Alamy pursuing these Infringements either itself or using third parties.

**27.2** In the event of any alleged breach of any Licence or any other infringement of intellectual property or other rights in an Image, Alamy may either take action itself against the infringer or alternatively inform you that it will not be taking action and you may then do so at your option.

**27.3** If Alamy takes action Alamy may (but shall not be obliged to) make such claims and take such action as may be necessary (in the opinion of Alamy) in connection with it. Fifty percent (50%) of all amounts recovered by Alamy in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Alamy) shall be paid to you.

## **28. Collecting societies**

You agree that where you cannot claim yourself for sales made by Alamy but where we can claim on your behalf including, without limitation, through collecting societies, that you give us the right to collect any money due to you. Where there is the option for



you to claim yourself, you may opt to do so or for us to claim on your behalf. Where we claim on your behalf you agree that we will recoup our external costs (if any) then share any remaining amount equally with you.

## 29. Definitions

The following definitions shall apply:

### ***"Agency Contributor"***

means a Contributor who is assigned Agency Contributor status by Alamy at its sole discretion.

### ***"Alamy Ltd"***

means Alamy Limited or its administrators, successors in business or any other person to whom it may license or assign its rights under this contract.

### ***"Alamy Commission"***

means the percentage of the Net Licence Fee that Alamy takes.

### ***"Alamy Commission Table"***

means the table set out above which lists the fees and commissions payable or any substitute table of which Alamy has given notice in accordance with the section entitled Statements and Payment.

### ***"Alamy Distribution Commission"***

means the percentage commission charged by Alamy on all sales made by Distributors comprising Alamy Commission and Distributor's Commission as set out in the Alamy Commission Table.

### ***"Alamy Group"***

means Alamy Ltd and its Subsidiaries and/or any future Holding Company and "Subsidiary" and "Holding Company" means a subsidiary and holding company within the meaning of Section 1159 of the Companies Act 2006.

### ***"Alamy Novel Use Commission"***

means the percentage commission that Alamy receives in respect of Novel Use Licences as set out in the Alamy Commission Table.

### ***"Alamy Video Commission"***

means the percentage commission that Alamy receives in respect of Licences of video clips as set out in the Alamy Commission Table.



***“Cleared funds”***

Alamy operates a real-time reporting system, where sales are reported in the Contributor’s account at the point at which a client purchases on credit card, or when an invoice is raised to a client purchasing on a finance account.

Sales are posted to Contributors’ accounts immediately and are listed as “uncleared”. They will not clear for at least 45 days from the sale date.

Credit card sales will automatically be deemed cleared on day 45 as long as the transaction has not been returned as fraudulent or is in dispute. Sales on account will be deemed cleared on day 45 if we have received payment from the customer. Otherwise the sale will be deemed cleared as soon thereafter as we have received payment and allocated it to the Contributor’s account. “Cleared Funds” means amounts which are deemed cleared in accordance with the above process.

***“Contributor”***

means the Copyright owner or if Registration has been completed on the Copyright owner’s behalf by an authorised company or licensee that entity. For the avoidance of doubt, if registration is completed by an authorised employee on behalf of a company then that company is the contributor. The term Contributor also includes the Contributor’s executors, administrators, heirs and assigns or successors in business.

***“Copyright owner”***

means the person who is represented as owning the copyright in any Image.

***“Customer”***

means any third party individual, partnership, corporation or other entity who may be intermediaries or end-users and to whom a Licence is or is proposed to be granted by Alamy.

***“Custom pricing”***

means pricing agreements entered into with Customers where Images are licensed for set amounts, dependent upon usage or dependent upon volumes of Images purchased. These Licence prices may vary from those of the Alamy licence calculator.

***“Distributor”***

means any third party company appointed by Alamy to sell your Images to end user Customers in territories to which you have given your agreement.

***“Image”***

means any digitised photograph, video clip, illustration or other Image of whatever nature which at any time during the term of this Contract you submit to Alamy. ***“Infringement”***



means the use of an Image sourced from Alamy or its System and used without permission. Permission must be in the form of a valid license or other permissible agreement.

***"Licence fees"***

means any sum or sums actually received by Alamy from any Customer in respect of the Licence of an Image whether a single payment or a royalty paid over time.

***"Metadata"***

Means Image information supplied to Alamy by the Contributor by any means, including but not limited to Licence types, Licence restrictions, Release data, captions, keywords, descriptions, date taken, location and pseudonyms.

***"Model release"***

means any written release signed by or on behalf of any living person or the estate of a deceased person or an infant whose likeness is incorporated in whole or in part in any Image.

***"My Alamy"***

means the website pages of the System in which your details are specified.

***"News Image"***

means any "Image": i) where the subject matter and nature of the image has an immediacy, or has a relevancy pertaining to a current topic of interest, and ii) that is submitted by the Contributor for inclusion in any feed, gallery or other method of representation for such images, and iii) that is accepted by Alamy as suitable for inclusion.

***"Payment provider"***

means Alamy or any other payment provider as decided by Alamy.

***"Promotional/Marketing material"***

means promotional and marketing material that shall include, but not be limited to PR pieces (for example: articles in magazines or newspapers; magazine competition/subscription offers; magazine cover mounts; Front, inside and back cover Images), events (for example: inclusion of work in panels or other materials for Alamy events and third party events with which Alamy is involved; trade stands), direct mail (for example: inclusion of Images in printed mailing or promotional piece, postcards), advertisements (for example: guides to stock; magazine advertisements; magazine inserts; banner advertisements; ambient media, e.g. projection onto a wall, Image on a promotional coffee cup), email newsletters and text/Image based e-promos (for example: Alamy marketing emails, Alamy e-newsletters; viral newsletters and competitions ), search engine listing and promotion and Alamy ratified social media sites and apps.

**"Property release"**

means any written release from the owner and/or occupier of any property whose permission is necessary or desirable for Images incorporating in whole or in part that property to be published in any jurisdiction in the world.

**"Pseudonym"**

means the name under which you sell your Images. Your default pseudonym is the name you gave during registration.

**"Registration"**

means the on-line display on the System at the time you complete the Registration process and which will have included:

- your name and address.
- your login details for your account with Alamy.

Registration details may be modified online and new details are applicable from the time you, or anyone authorised on behalf of you, changes the details in My Alamy.

**"Releases"**

means a Model release, Property release or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, which it is necessary or desirable to obtain in respect of any Image.

**"Storage fees"**

means the Alamy fee per Image per month, or part thereof, levied in advance every month. This fee came into effect on 1st March 2003. These fees apply to the discontinued Alamy Green and Red commission schedules only.

**"System"**

means the online System(s) operated by Alamy, including the website at [www.alamy.com](http://www.alamy.com) and any other internet based System for the licensing of Images which Alamy may operate under the Alamy brand.

Alamy commission models, rates, fees and payment	Discontinued models	
	Alamy Red (Discontinued 02 May 2002)	Alamy Green (Discontinued 08 Oct 2006)
Alamy commission For sales through <a href="http://www.alamy.com">www.alamy.com</a>	30%	40%



<a href="#">Alamy Distribution commission</a> For sales through our distributors	70%	70%
<a href="#">Alamy Novel Use commission</a> For sales through Novel Use	50%	50%
<a href="#">Alamy video commission</a> For video clip sales	50%	50%
Storage fee Charge per image per month	\$0.10	\$0.10
Submission fee Charge per image submitted	\$2.00	0
Payment frequency - We will pay you monthly , if your <a href="#">Cleared funds</a> exceed USD\$75		

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