

David Carvey - The Magic of Cornwall

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“You” means the person or entity named as client (as addressed on the email).

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No variation of these terms or conditions shall be effective unless agreed in writing.

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Supply Of Images

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- 7) You must credit David Carvey as specified every time an Image is used. Please credit images as © The Magic of Cornwall E.g: - Tree Image © David Carvey – The Magic of Cornwall or Image © David Carvey – The Magic of Cornwall For images used on websites, (Image name) © The Magic of Cornwall (as a link to <http://www.themagicofcornwall.com>) preferably somewhere on the same page, unless the image is used on the Home page, in which case you can place the credit elsewhere on the site at your discretion.
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Miscellaneous

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- 15) You must pay our invoice within 30 days of issue. However in the case of newspaper, periodical and broadcasting use only, if we agree in advance, you may pay by the end of the calendar month immediately following publication or use, or within six months of the issue of our invoice, whichever is sooner.
- 16) If you do not pay in accordance with these terms then we may at our option rescind this Agreement and recover damages, or charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.
- 17) Any licence granted will terminate immediately if you (a) die, (b) enter into voluntary or compulsory liquidation; (c) have a receiver appointed; or (d) fail to perform any of your obligations

under these Terms and Conditions within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.

18) Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any Image shall vest in us and you hereby assign all such rights arising to us.

19) Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.

20) Should any disagreement arise between us, we shall, if we both agree, first try to settle it by a mediation procedure.

These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit the jurisdiction of the English courts, such jurisdiction to be exclusive, save for infringement of copyright or non payment of our invoices where it will be non-exclusive.