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WRITER'S REPRESENTATION AGREEMENT

BETWEEN

1 WRITER [name and address of Writer, Telephone (including mobile) and email]

("the Writer"/ "You") which expression shall, where the context admits, include the Writer's executors, administrators, heirs and assigns or successors in business.

Please note that the Library will contact you at the address and on the telephone numbers shown here unless you have given any other information. As rights requests are often urgent, you should notify the Library of any change of contact details, however temporary.

(Writer's VAT Number - if appropriate)

2 RED COVER PICTURE LIBRARY, 19 Britton St, London, UK, EC1M 5NZ, T 0044 (0) 2076080177/ F 0044 (0) 2075537662, info@redcover.com

("The Library"/ "We"/ "Us") which expression shall, where the context admits, include the Library's executors, administrators, heirs and assigns or successors in business.

We agree to the attached terms:

DATED

DATED

SIGNED

SIGNED

The Writer

Red Cover

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tel: +44 (0)20 8772 1110 fax: (0)20 8772 3113 email: info@redcover.com

Registered Office: 7 Aura House, 53 Oldridge Road, London, SW12 8PP, United Kingdom Company No:03885096

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THE AGREED TERMS:

1. The Writer appoints the Library as his/her exclusive agent for marketing any text deposited with the library throughout the world (each text will be deposited on an exclusive basis).
2. The Library shall have complete authority to act on the Writer's behalf in all matters relating to the text placed with the Library, including (without limitation) the negotiation of fees and rights and the signing of contracts, but in all such contracts the Library shall act as the disclosed agent of the Writer and shall not incur any personal liability under such contracts.
3. The Library also has the right to collect and receive all sums of money payable in respect of the work sold on behalf of the Writer.
4. The Writer warrants to the Library that:
 - 4.1 he/she has full power and authority to enter into this Agreement; and
 - 4.2 all text placed with the Library is his/her own exclusive property and copyright and is not subject to any subsisting third party rights; and
 - 4.3 all text placed with the Library is factually accurate and up-to-date and that the Writer will notify the Library in the event that he/she becomes aware that any such text has become out of date or misleading (for example, if any principal person featured in such text has died, moved house, married, divorced etc); and
 - 4.4 none of such text contains any matter which is libelous, defamatory or obscene or in breach of confidence or in breach of contract or otherwise illegal.
5. The Writer grants to the Library the sole and exclusive right to license his/her work in any medium to publishers and further to license the production of any substantial part of the work in all languages, for the legal term of the copyright and any and all extensions, renewals and revivals throughout the world.
6. The Writer shall not during the term of this Agreement, without the previous written consent of the Library, prepare or publish work of any nature which may reasonably be considered by the Library to compete or prejudicially affect the ability of the Library to market his/her work or exploit his/her rights to publishers under the terms of this Agreement.
7. In the event of any claim whatsoever being made against the Library from the subject matter of any of the Writer's text, subsequent to the Library's offering them in the ordinary course of business on the Writer's behalf, the Writer will indemnify the Library fully against any such claims and against any losses, compensation and costs (including any compensation and/or costs paid by the Library on the advice of its legal advisers to compromise or settle any claim) incurred by the Library arising out of such claims. All warranties and indemnities contained in this Agreement shall survive its termination.

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8. The Library reserves the right, at its sole discretion, to insist that the Writer alters any of the text to modify or remove any details which the Library's legal advisors or publishers have advised may be considered objectionable or actionable at law.
9. The Library will provide the Writer not later than 30 days after the end of each quarter with a statement setting out payments received for use of the text and will pay the Writer monies due. However, if the amount due is under £50 no statement will be sent or payment made and the amount shall be carried forward to the following quarter.
10. All monies due to the Writer under the terms of this Agreement are exclusive of any VAT.
11. The Writer undertakes that he/she will treat as strictly confidential all commercial and confidential information concerning the business of the Library (which shall include, by way of example only, details of the Library's contacts and of the publications in which the Library secures publication of the Writer's material) which comes into the Writer's possession or knowledge by any means whatsoever, and the Writer will not make any use of such information for his/her own benefit nor disclose any such information to any third party without the prior written consent of the Library.
12. Whilst every care will be taken, the Library cannot accept any financial responsibility whatsoever for the text left in its possession by the Writer, or for any of the text left by the Library in or delivered to the possession of its clients. The Library's Terms and Conditions of Business assign responsibility for the text to the client whilst in the client's possession and until their safe return to the Library. The Writer agrees to insure himself/herself against loss of his/her text whilst with the Library and loss of ongoing income therefrom.
13. The Writer shall bear all costs of the following; delivery of the text to the library's London office; and translation when necessary in the Library's opinion.
14. Any text deposited with the Library by the Writer will be retained by the Library for a minimum period of 48 months from the date of their deposit. Thereafter text may be withdrawn on the Writer giving 6 months' notice in writing, subject to their having been deposited in the Library for at least 48 months, or as otherwise mutually agreed. All reasonable costs incurred in withdrawing text from the Library's files are chargeable to the Writer's account. It is understood that termination of this Agreement is without prejudice to all current negotiations that the Library has properly entered into with any third party, so that the Library may conclude any such negotiations and retain any commission arising from any resulting contract concluded up to, including and after the date of termination.
15. The Library reserves the right to terminate this Agreement by giving the Writer 30 days notice to expire at any time or if the Writer fails to remedy a breach of any of his/her obligations under this agreement within 30 days after having been given written notice of that breach.
16. The provisions of this Agreement shall apply in respect of all text delivered by the Writer to the Library and shall override any other purported contractual terms in respect of such text. This Agreement is the entire and only agreement between

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the Library and the Writer in relation to its subject matter and supersedes any and all prior agreements, arrangements and understandings relating thereto. There can be no additional modification of any provision of this Agreement unless it is signed in writing on behalf of both parties.

17. The Library shall have no liability for a failure to perform which is caused by reasons of force majeure i.e. an external event beyond the control of the Library. For example, natural disasters, strikes, power failure, fire etc.
18. The Writer may not assign the benefit of this Agreement without the prior written consent of the Library. The Library may freely assign the benefit of this Agreement [on or in connection with a sale of the whole or a substantial part of the business of the Library].
19. If any provision of this Agreement is or becomes illegal, void or invalid, then the legality and validity of the other provisions shall not be affected.
20. The Agreement shall be governed by and construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction.

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