

SPORTS EDITORS - TERMS & CONDITIONS.

If you register and/or use of this site, this will constitute your acceptance of the Terms & Conditions set out below. Should there be any aspect of these T&C's that you do not agree with, please do not use this site.

You the 'Customer' will be wholly responsible for assessing the need to obtain (and, where required, obtain) any additional releases, licences, authorisations, permits or consents for your intended use of Images and shall indemnify Pro Sports Images Limited (hereinafter referred to as 'the Agent or Agency') in respect of any claims or damages or any loss or costs arising in any manner from the reproduction rights of any Image supplied to the Customer by the Agent. Any third party who reproduces any Image(s) loaned/sold/provided by the Customer shall without prejudice, pay the Agent all the fees which that the Customer would be liable to pay to the Agent had the third party obtained and reproduced the Content pursuant to these terms. If the third party fails to pay any fees due, the debt shall pass to the Customer who provided the image(s).

For example; FA Premier and Football League images are for use only within an editorial context. Use on the internet/web sites requires the purchase of a Photographic End Users Licence available from the Football Data Co on +44 (0) 207 864 9121.

Digital images delivered to you by ftp or http download by the Agent require the use of a username(s) and password(s). In such circumstances, you undertake to keep the username and/or password safe, secure and confidential. You also agree that any username and/or password provided to you will be for single named person use, and will not be shared, used by or disclosed to any third party without prior consent in writing from the Agent. Where you request multiple usernames and/or passwords, you undertake that each username and password is for the exclusive use of a named individual who is duly authorised by you for such purpose and no username or password supplied by us to you will be used by any other individual to access our ftp or website gallery/archive download site and you will, if additional usernames and passwords are required for operational reasons, apply to us for their provision. Usernames and passwords supplied may only be used in connection with the performance of any agreement between us.

Any Reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

Unless expressly agreed otherwise, the Agent hereby grants to the Customer a non-exclusive Licence to Use the Image(s).

The Agent cannot guarantee the accuracy of any description of content and the identification of persons appearing in them and therefore the Customer:

1. Shall report any discrepancies to the Agent immediately on their discovery.
2. Acknowledges that the Agent shall not be liable to the Customer for any inaccuracies.
3. Shall indemnify the Agent against any claim, loss or damage arising directly or indirectly from the Customer's use of the Content.
4. This indemnity shall not however extend to any liability directly arising out of the Agent's failure to obtain copyright or any rights in any names, personal images, brands, trademarks, logos, designs or works of art or architecture.

The Customer acknowledges and accepts that because of age and origin of the Content and the images contained therein, the Agent gives no warranty or rights to the Customer as to:

1. The existence or validity of model or other releases in respect of any Content or image; or
2. The use of names, people, trademarks, registered or copyright designs or works of art depicted in any Picture or image.
3. Moral rights (as set out in chapter IV of the Copyright Designs and Patents Act 1988) relating to the use of the Content.

Whilst the Agent takes all reasonable care in the performance of this Agreement generally, the Agent shall not be liable for any loss or damage suffered by the Customer or by any third party arising from the use or reproduction of any image or its caption. The Customer shall be wholly responsible for checking and confirming any written content, caption, names, trademarks and any other information stored in the image prior to publication.

Neither the customer or any third party shall alter, adapt, modify, manipulate, add to or delete any part of the Image(s) without the prior written consent of the Agent. Any manipulation of the Image(s) may result in a "derivative work". The copyright in a derivative work will be owned by the Agent.

This Agreement shall be subject to any construed according to English law and the parties agree to accept the exclusive jurisdiction of the court of England or, for the exclusive benefit of the plaintiff in the relevant proceedings, the courts of the country of the principal place of business of the defendant in the relevant proceedings.