



Barleigh Graphic Design Ltd  
PO Box 110, Gt. Sampford, Saffron Walden, CB10 2ZN  
Email: [sales@barleigh.com](mailto:sales@barleigh.com)

## Essential Guidance for and Conditions Applicable to Photographers Submitting Images to Barleigh Stock – *revised February 2005.*

1. This note sets out all that contributing photographers (known as *Content Contributors*) must know and follow in order to prepare and submit images to Barleigh Stock (Barleigh Stock is a trading name of Barleigh Graphic Design Ltd). It is *very important* that you read this note all the way through, and follow the guidance it contains to ensure your work is accepted and added promptly to our image database. *Please take particular care to read Appendix B, as this sets out our terms and conditions which will apply to our relationship should you submit images to us – also revised February 2005*
2. **What is Stock Photography?**
  - 2.1 **Stock photography is like ready to wear clothing.**
  - 2.2 With ready to wear clothing, you select from designs someone has already completed. There are various styles, colours, etc – in fact, if it is a good clothing store, there should be something to suit every taste.
  - 2.3 Stock photography is similar. Furthermore, it may be less expensive to buy an image “off-the-shelf” compared to commissioning a photographer to go and shoot it. And who knows if the photographer will correctly interpret the photo buyer’s ideas? It is also possible that it is the wrong time of year to get the shot the buyer needs.
  - 2.4 Stock photography removes these uncertainties by allowing photo buyers to see and compare images before they buy – in our case, all from the comfort of their office.
3. **What images do we want?**
  - 3.1 We want high quality, saleable images, without defects. We currently categorise images in three sections
    - (A) **Botanical.** This includes flowers, trees, shrubs, bulbs etc – in fact, anything at all connected to the plant or natural world. We are not just looking for close ups, but also general pictures that might be used to illustrate a magazines, brochure, or perhaps appear on the front of a corporate brochure. General views, macro shots, lifestyle shots, studio still life, creative and imaginative work – it’s a pretty broad description, open to your interpretation!

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- (B) **Eastern England.** Broadly, anything to do with the towns, villages landscape, events and people of the eastern counties of England. We define “eastern counties” as including Essex, Suffolk, Norfolk, Cambridgeshire and Bedfordshire.

We are particularly looking for images that might appeal to the tourist or greeting card markets. Such images need to be of the highest quality, and will more than mere record shots. This does not mean we are not interested in other shots, simply that carefully crafted shots are more likely to appeal to these markets.

- (C) **General.** Everything else. If it is suitable for stock imagery, but it is not horticultural or eastern England, it goes here.

3.2 We do not accept adult or indecent material, but apart from that restriction, there is really no stock subject that we are not interested in. When you submit your images to us, you should tell us what category they should be included in (see below).

#### 4. **We accept scans or top quality digitally captured images**

4.1 We only accept scans from film, or images captured digitally using high quality equipment. We regret that we cannot accept un-scanned film. Please do not send any film to us.

4.2 When we started out designing Barleigh Stock, it was on the basis that most photo buyers now want to search for images using online databases. Increasingly, photo buyers also want images in a form ready for immediate use. Storing and scanning film is a time consuming business. We thought it would be better to design Barleigh Stock as an all-digital library from the outset. This saves costs, and therefore increases the share of fees that we can pass on to you, the photographer.

#### 5. **Film scan requirements**

5.1 If all of your images are shot using digital capture, you can skip this section (except for 5.5, (B) and (C) which also apply to digitally captures images) and go to paragraph 6.

5.2 Scans should be as high quality as possible. You should use a good quality dedicated film scanner, as you are unlikely to get decent results using an inexpensive flatbed.

5.3 Some cheaper scanners can give soft images, and can lose shadow detail, leaving you with ugly blocked shadows. 35mm film needs to be scanned at least at 2,700ppi, and preferably at 4,000ppi. Remember, you are aiming to sell these images through Barleigh Stock, to fussy and experienced photo buyers.

5.4 If in doubt, we suggest you get your film professionally scanned.

5.5 All scans must:

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- (A) Be clean and *spotted* – in other words, dust spots and other defects must be removed. You can easily do this using the healing tool or clone stamp in Photoshop 7 or CS, or the equivalent in your favourite image-editing programme. Look carefully at 100% magnification to check the scan is truly clean.
- (B) Saved as uncompressed Tiff files. *Note: tiff format only must now be used for the main image files. This is an important change.*
- (C) Have Adobe (1998) profile embedded. Adobe (1998) is a reasonably wide colour space that has won general acceptance in the publishing industry. The Photoshop default colour space is still the smaller sRGB. If your scan is in another colour space, please convert in Photoshop to Adobe (1998). We realise some people prefer alternative colour spaces, but we need to be consistent with our potential photo buyers, who may buy several images from different photographers.

## 6. **Digital Capture**

- 6.1 We also accept images captured digitally, provided you use a high quality source. Images from *second or later* generation digital SLRs like the Canon D60, Fuji S2 Pro, and Nikon D1x are usually fine, all other things being equal, and represent our base level of acceptability.
- 6.2 As with scans from film, please check that the images are clean, and please save out with Adobe (1998) profile embedded (see 5.5 (B) and (C)). If you shoot Raw, then most Raw converters allow you to choose the colour space in which to convert the image from Raw, and some cameras now allow Adobe (1998) to be chosen for Jpeg files.
- 6.3 Please do not interpolate images to a size larger than that produced by the camera.

## 7. **Sharpening**

- 7.1 Keep sharpening to a minimum. Too much sharpening ruins images. Photo buyers can always add more sharpening, if needed, but they cannot undo over-sharpening.
- 7.2 Most digital cameras apply some sharpening in the camera. If your camera applies sharpening, we suggest that you do not apply any more sharpening yourself.

## 8. **OK, so you have your scans or digitally captured images ready, spotted, saved as Tiff files with Adobe (1998) embedded – now what do you do?**

- 8.1 There are four further simple steps you need to take before burning your file of images to a CD Rom(s) and sending it to us.



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8.2 **Step One: Provide the information required at Appendix A.** Appendix A is an *example* of the form identifying the information we need (unfortunately you cannot use this example directly – you need to create your own text form based roughly upon it). Do not worry if your form looks different. It is the content that counts!

8.3 We suggest that you create a new Word or text document (e.g. in Windows, right-click on the desktop, and select “new”, and “Text document”). We recommend that you type out the fields we need, using Appendix A as a guide. This does not have to look smart, so long as it contains the information requested in a form that we can cut and paste in to our database. We suggest you keep a “master” copy and use this as your template. Each completed form will contain basic information about one image, including the following:

- (A) **Caption.** A recent survey of photo buyers revealed that many would not consider images that do not have *embedded* captions, readable in Photoshop! Therefore, you should not only complete this section, but also, if possible, embed the caption (and other) information in the image, something that is easy to do with recent editions of Photoshop, such as versions 7 and CS (i.e. version 8). *We show you how to embed key information using Photoshop 7 or CS, under paragraph 8.7 below.*
- (B) **Keywords.** We cannot stress too strongly how important accurate keywords are. You can save key words in an IPTC header (see 8.5 below – and don't worry if it means nothing to you!). *Nobody will find your image if you do not include some keywords.* It is very much in your interests to add some keywords. Generally, somewhere between 5 and 25 keywords are sufficient. Please separate each keyword with a **semi-colon**. Think laterally when adding keywords. You may also add in a caption, adding some more descriptive material to entice buyers.
- (C) **Licensed (Rights Managed) or Royalty Free?** The big choice, and one only you can make.

Licensed Images are “rented” to photo buyers for a particular purpose. The price is determined by many factors that relate to how, by whom, and where the image is used. You will get an idea of the different categories involved if you check out the online price calculator for licensed images on the Barleigh Stock site.

By contrast, Royalty Free images are sold for a fixed price. The buyer can then use them for any purpose he or she chooses, as many times as they like. We offer a variation on this theme, offering Royalty Free images for one year, three years, or permanently. Copyright remains with the photographer, and the image can be sold over and over again to many different buyers.

Licensed and Royalty Free each have advantages and disadvantages. A licensed image is less likely to turn up on a competitor's product, or in a competing journal,

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than a Royalty Free image. A licensed image, coupled with a period of exclusivity, means that the buyer knows no one else will have the exact same image for the same purpose for a defined period. This could be important. You must choose in which market your images should be sold. You may decide some are suitable for one market, and some for another. That's fine, so long as you make your choice clear for each image. Please make sure you check the right box for Licensed and Royalty Free.

- (D) **Grade** (100 is standard for licensed images. Choose a higher figure with care – we suggest 110 for premium grade images). The price calculator works on the basis of a standard calculator of 100. For royalty free images in particular, you should consider assigning a lower value, e.g. 40. A royalty free image assigned a value of 40 will be available for sale at £40 for 1 year's use.
  - (E) **Size Guide.** Although photo buyers can rely upon the pixel count to some extent, we have decided to include a size guide further to assist photo buyers in deciding the maximum size your image will reproduce at, assuming a glossy magazine standard of 300lpm. Be honest: how big will your images go?
  - (F) **Model Release.** If there are people in your picture – or even just a part of a person – indicate whether your image had a model release. For advertising use, an image **must** normally have a model release. It is always a good idea to get a release from anyone who appears in your pictures if you aim to sell them in to the advertising sector.
- 8.4 One form should be completed for each image, and should be saved with the same file name and in the same folder as the image itself, so that we can marry up the image and the data in the form. You can speed the process if you use a saved template.
- 8.5 We cut and paste the information you provide in to our own database and use it to fill out the details on the Barleigh Stock site. Occasionally we may add to or amend the key words you have provided, but generally we do not have enough time to start from scratch – so do please take a little time to think up some useful keywords.
- 8.6 **IPTC.** The IPTC/NAA standard is a metadata model for associating additional information with all types of digital media. The IPTC standard has been widely adopted by the digital Imaging industry and within the Publishing and Printing Business. Our office database can read IPTC information – including key words, copyright information, etc.
- 8.7 There is an easy way to keep photo buyers happy by embedding key information from Photoshop. Below is a view of the "File / File Info" dialogue from Photoshop CS (Photoshop 7 is similar):

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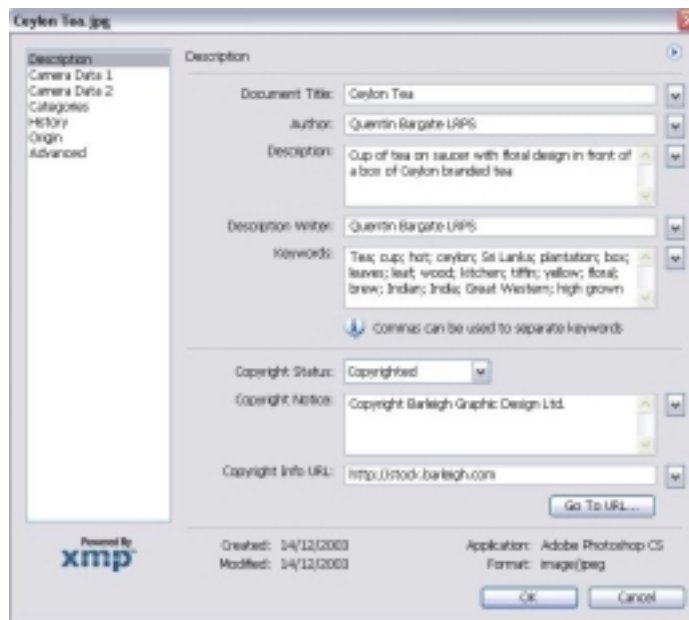
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The “Document Title” field should have the file name added. Add your name, as the photographer, in the “Author” and “Caption Writer” fields. The “Description” field is where you add-in the caption information – a succinct description, with dates and names if relevant. In Photoshop CS, it is also easy to add-in your keywords to the “Keywords” field, but more difficult to do so in Photoshop 7.

The other fields should be completed as appropriate, in the same manner as above. The beauty of this is that the information is saved in the image header.

*Tip: record a Photoshop action to add often repeated information, like Author, Caption writer, Copyright Status, Copyright Notice, and URL (if relevant). Run the action on your image, and then just add the image-unique information. Simple!*

However, you do *not* have to use IPTC to submit images to Barleigh Stock. It’s just good discipline, and helpful to photo buyers, so we recommend it.

8.8 There are a number of other good programmes that can help you save and read IPTC information, and catalogue your images more effectively. One that we like for the PC is IMatch, from Photools ( <http://www.photools.com> ), which is inexpensive but very powerful.

8.9 **Step Two (now compulsory): produce Jpeg miniatures of each of your images.** These are the copies of your main images that we use on the website – so they are important, to you and to us!

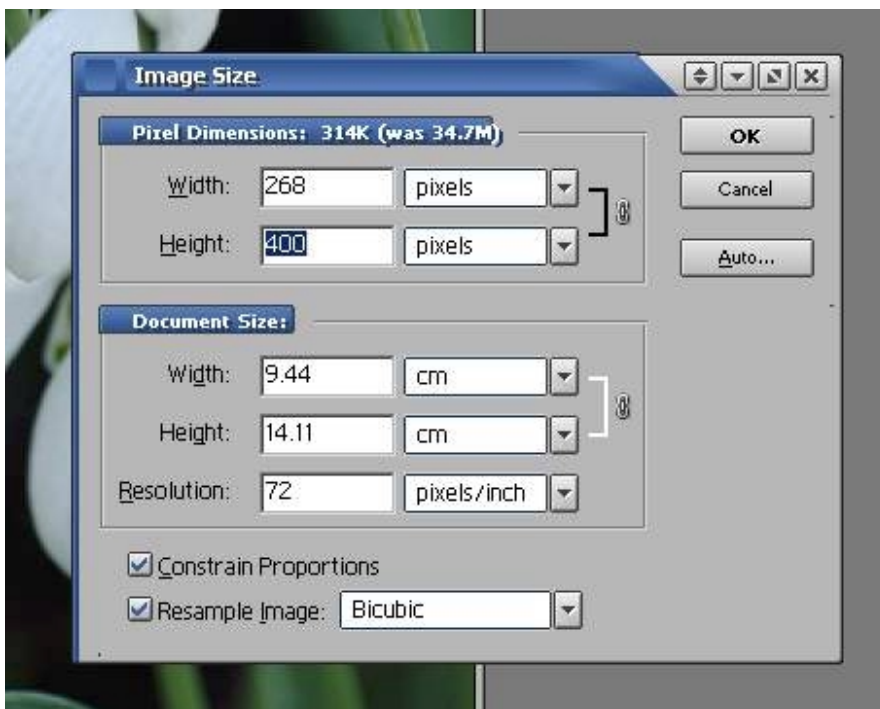


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8.10 *If you do not produce Jpeg miniatures yourself, we will be unable to accept your submissions.*

8.11 If you do produce Jpeg miniatures, please carefully follow these instructions – this will ensure that the Jpeg miniatures match our requirements – and look at their best:

- (A) Create a copy of each image sized at 400 pixels the longest edge. Therefore, a portrait image might be 400 pixels high and, say, 268 pixels wide. A landscape image might be 400 pixels wide, and 250 wide. The basic rule is not to exceed 400 ppi. If you are using Photoshop, your resize dialogue might look like this:



In this case, the image is portrait format. It has been resized to a height of 400 pixels, at a resolution of 72 pixels/inch, a size suitable for publication on the internet. If the image had been landscape format, then the width would have been set to 400 pixels.

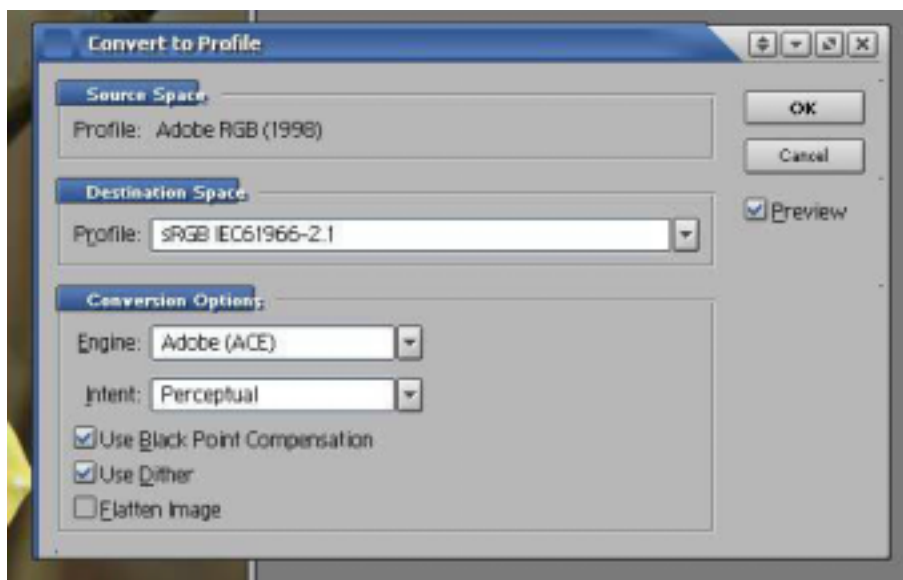
- (B) If necessary, apply some *gentle* unsharp mask, but please do not overdo it!

8.12 **Step three: convert the Jpeg miniature image colour space to sRGB.** Unfortunately, Adobe (1998) does not display well on the web. sRGB looks a whole lot better – and converting from Adobe (1998) to sRGB is very simple to do in Photoshop 6, 7 or CS.



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- 8.13 In Photoshop, *select Image, Mode, Convert to Profile*. The source space Profile should say Adobe RGB (1998). Under destination space, select sRGB (actually its full name is sRGB IEC61966-2.1) see the example below for how the dialogue should look.



- 8.14 After conversion, save the file *to the same folder as the original master image*. As the original image is in tiff format, it will not be overwritten by the miniature in jpeg format.

**Note: we have a Photoshop CS action we can send you that automates the jpeg creation and sRGB conversion process. Please email us for it if you want it.**

- 8.15 **Step four: Final step.** (Phew, almost there!) You should now have the main images, the web miniatures (if you have completed stages two and three), and the completed Word or text files roughly in the form of appendix A all in a folder. Give the folder a sensible name, and a reference, such as "Your Name CD 001". The CD 001 reference is to indicate this is your first CD of images. Subsequent CDs could then be sequentially numbered CD 002 etc.

- 8.16 Use a CD writer to burn the folder containing your images to a CD Rom (or DVD), clearly identify the CD Rom (s) on its face with a CD marker and send it / them to us. *Note: Back up you data first!*

## 9. **Note for Mac users only**

- 9.1 Your images have to be readable by our PCs. To ensure this is the case, please make sure that you add the correct file extension to your files. Windows recognises the type of file by the three-letter extension. For example, a picture of a tulip in Tiff format would

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appear as "Tulip.tif". The same file saved as a Jpeg would appear as "Tulip.jpg". Ideally, please check your images look OK by running your CDs on a Windows machine before sending them to us. *You do not have to do this if you are using a PC.*

## 10. **What do we do with the CD's?**

- 10.1 When we receive your CD, created in accordance with the above instructions, the first thing we do, if you are a new subscriber, is to undertake a quick check to confirm that they are suitable for inclusion on the Barleigh Stock Site. Assuming all is well, we then enter the images in to our database. We will cut and paste the key data fields, such as copyright and keywords, in to our database.
- 10.2 We then upload the miniatures to the website, along with your keywords. The original CD is retained by us, and it is from this CD that we copy and dispatch any images ordered by a photo buyer.
- 10.3 We will acknowledge safe receipt by email. If accepted by us, your images should appear on the site in a week or two, or somewhat longer if you have opted not to complete steps 2 and 3, above.
- 10.4 **Please keep a backup of the CD you send to us.** While every care is taken of CDs in our possession, data on them can become corrupted, or the CDs could become damaged or lost. We accept no responsibility for lost images, as we assume (as set out in our terms and conditions) that you have kept the original data. This is one of the benefits of a digital system – you keep the original data, we just get copies on CD Rom.
- 10.5 Please be patient. It can take some considerable time before anyone expresses an interest in your images. The better the quality, and the more (quality) images you send to us, the better the prospects of a sale.

## 11. **Checklist – Summary of the key steps – have you done the following?**

- 11.1 Checked the images to ensure they are free from defects, such as dust spots?
- 11.2 Saved the original images as Tiff files in Adobe (1998) colour space?
- 11.3 Also saved miniatures of each image, max 400ppi on their longest side, converted to sRGB colour space, *in the same folder as the main jpeg files?*
- 11.4 Included for *each main image* a Word or text document with the info identified in Appendix A (and in particular, have added some keywords)?
- 11.5 Saved the main image, the Jpeg miniature, and the Word or text form to a CD Rom, numbered appropriately, e.g. CD001, CD002, etc.?

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- 11.6 *Mac users only*, ensured that the correct file extension has been included (".tif", or ".jpg", as appropriate)?
- 11.7 Read the terms and conditions at Appendix B, attached?

Continue to Appendix A



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**Appendix A – Example Image Information Form. Create a Word or Text file with the information requested below. You do not have to make your file look the same, and you do not need to use boxes. Ordinary text is fine.**

Image name.....

Caption:.....

Keywords:.....

.....

Licensed or Royalty Free (please state)?.....

Grade (e.g., 100).....

Max Size Guide (e.g., A5, A4, A3, A2 etc).....

Model Release (yes/no) .....

Categories in which image  
should be entered: .....

Name of Copyright owner: .....

Your name, Address and email:.....

.....

Payee for sales proceeds or other payments  
And address (if different from above).....

.....

.....

I accept your Terms and Conditions (state yes / no).....



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## **Appendix B**

### **Content Contributor's Terms and Conditions**

**PLEASE READ CAREFULLY. THESE TERMS ARE APPLICABLE TO ALL CONTENT CONTRIBUTORS – THAT MEANS YOU! NOTE: IMPORTANT CHANGES MADE IN FEBRUARY 2005 - PLEASE READ CAREFULLY.**

#### **1. Definitions**

1. In these terms and conditions, the following words and phrases carry the following meanings:
  - (A) “Barleigh”, “Barleigh Stock”, “us”, “we”, “our” or “ourselves” means Barleigh Graphic Design Ltd, a company incorporated in England and Wales with limited liability;
  - (B) “Client” means any actual or prospective purchaser of any image from Barleigh, or any contact of Barleigh made as a result of our promotion (direct or through the Site) of either Barleigh or any Content Provider;
  - (C) “you” and “your” refers to you, as the photographer or other Content Provider who is submitting material to us for inclusion on the Site;
  - (D) “Content Provider” means the photographer or anyone who provides photographs, images or other content to us for sale through the Site, and is assumed for the purposes of these terms and conditions to be the owner of the copyright;
  - (E) “Site” refers to the Barleigh Stock website (home page [www.barleigh.com/stock](http://www.barleigh.com/stock) or <http://stock.barleigh.com> ), which we own.
  - (F) “Minimum Promotion Period” means the minimum time that we are entitled to retain, display and sell images you submit to us. This period is 1 year from the date the image is first displayed on the Site.
  - (G) “Minimum Notice Period” means the amount of notice required to remove an image or images. This period is nine months, or the Minimum Promotion Period, whichever is the longer.

#### **2. Submitting Images**

- 2.1 You agree to comply with the instructions for submitting images to us, set out in the note available on the Site, entitled *“Essential Guidance for and Conditions Applicable to*



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*Photographers Submitting Images to Barleigh Stock* (the "Note"). These Conditions are attached to the Note.

- 2.2 We will generally accept all good quality stock images that comply with the Note, but we do have an unfettered right to reject any image. No reason need be given if an image is not accepted.
- 2.3 Images accepted for inclusion on the Site will generally be posted on the site within approx. 7 – 14 days, if optional paras 8.9 and 8.12 of the Note are complied with, or approx. 28 days, if they are not. However, it may take longer than this. Please be patient as it does take some time to sift through images and add them to our database.

### 3. **Copyright**

- 3.1 You expressly represent and confirm to us that you are the sole owner of the copyright in all images submitted to us, or have the complete and unconditional authority of the copyright owner to submit images to us.
- 3.2 You are solely responsible for obtaining any permits required for the use of Images you submit to us. If there are any restrictions on the use of any image – for example, the need to obtain the permission of a land or building owner – you confirm to us that you have obtained all permissions or licenses required.

### 4. **Exclusivity and retention periods**

- 4.1 In consideration of the time and effort required to maintain the Site, upload your images, promote your images on the Site, and retain them on our server, we need to be sure that we will be able exclusively to market your images for a minimum period of time, known as the Minimum Promotion Period. The Minimum Promotion Period applies to both Royalty Free and Licensed images.
- 4.2 You agree we shall be your exclusive outlet for the sale of all images you submit to us, and that those images, or nearly identical images, will not be sold or re-sold by you or by anyone else on your behalf (except as provided in 4.3 below) until the expiry of the Minimum Promotion Period, plus any further period of exclusivity (if any) purchased by anyone who buys your image(s) through the Site.
- 4.3 You may, however, sell images you submit to us as fine art prints, or include those images in personal promotional material or exhibitions of your work. You also remain free to sell other, different, images of yours through other outlets (subject to clause 5.3, below) – the exclusivity relates to the image, not to you.

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4.4 If you wish to remove any images from the site, please ensure that you send notice to us in writing, clearly identifying the images concerned. The images will be removed upon expiry of the Minimum Notice Period.

4.5 Stock photography is a volatile business. It is impossible to predict how long it will take before you see your first image sale, or even whether any images will be sold.

## 5. **Promotion and Introductions**

5.1 Our aim is to promote not only Barleigh Stock, but also, where appropriate, specific contributing photographers, to Clients.

5.2 As an inevitable part of the promotion process, we may from time to time send Clients or other third parties brochures, prints, CDs, DVDs, multimedia presentations and the like that include samples of the images available or to become available on the Site. You agree that we may include some of your images and basic information about you in these promotional materials without charge, but with any resulting sales being subject to our normal standard terms.

5.3 You also agree that you will not sell or license for use any Images direct to any Client introduced to you by us (including a Client who has learned about you through publicity or promotional material produced by or for us) except through us for a period of five (5) years from the date upon which the first sale is made, such sales being subject to our standard terms, including payment and commission. Should you be approached directly by any Client as a result of sales through, or an introduction by, Barleigh as mentioned herein, you agree to refer that Client to Barleigh and you agree not to enter into any arrangement with that Client except through Barleigh.

5.4 For the avoidance of doubt, clause 5.3 will not apply unless Barleigh played the sole or dominant role in the introduction, and such introduction would not, on the balance of probabilities, have resulted in any sale without the involvement of Barleigh.

## 6. **Functionality**

6.1 You confirm that you have reviewed, and are happy with, the way the site works, including the price calculation, categories, etc.

6.2 You agree that we may amend or change the prices charged for your or for any other images from time to time. This is to ensure we enjoy the maximum possible flexibility in marketing images through the site. While we agree to try and keep you informed of any major pricing changes, you accept and agree that we may need to effect changes quickly and without prior notice, and that we may need to agree a price with a buyer that differs from the standard rate in order to secure a sale.

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PO Box 110, Gt. Sampford, Saffron Walden, CB10 2ZN  
Email: [sales@barleigh.com](mailto:sales@barleigh.com)

## 7. **Downtime**

- 7.1 We do not guarantee that the Site will be continuously available. There are likely to be periods of downtime when the server is not available. This is unavoidable.

## 8. **Charges**

- 8.1 There are at present no storage or other charges. This may change for commercial reasons: if it does, such changes will not have retrospective effect, but will apply to new submissions from Content Providers

## 9. **Credits**

- 9.1 Unlike some sites, we do ask that purchasers credit you, the photographer, as well as Barleigh Stock on the page where an image appears. The format we ask buyers to adopt is as follows

“ © [Photographer's Name] / Barleigh Stock ”

- 9.2 Of course, we cannot and do not guarantee that all buyers will comply, but it is a term of each image license that this format is followed. However, we need to be flexible, and it may, on occasions, be necessary to depart from this format (for example, if the image is used in product wrapping.), or even, in exceptional circumstances, to omit a credit altogether.

## 10. **Backups**

- 10.1 You warrant and confirm that you have retained the originals of all images sent to us. You have only sent copies to us. We are not liable to you for the loss or damage to images that you send to us, as you have the originals. If our copies are lost or damaged, you agree to supply us with a replacement CD-Rom(s) if we ask you to.

## 11. **Payment**

- 11.1 If any of your images are sold, we pay you by cheque (check) payable to a person or company nominated by you, quarterly. However, this is strictly subject to receipt of funds by us from WorldPay / the Client.

- 11.2 We are entitled to set-off against any money we may owe to you, any debts that you owe to us.

- 11.3 We will pay you **55%** of the net proceeds of any sale proceeds, subject to receipt of funds by us from WorldPay, or the Client direct, for each image sold. Rates may be varied in the future at our discretion, to reflect administration costs and changes in the market.

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Barleigh Graphic Design Ltd is a company incorporated in England with limited liability. Company Number 4154291

Director: Dr. G. E. Leighton BSc, PhD. Secretary: R.E. Leighton

Registered Office: Abbey House, 51 High St, Saffron Walden, Essex.

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11.4 “Net proceeds” for this purpose means the price paid by a buyer for any license for one or more of your images, less tax and any added value charges that we have provided, such as sharpening, soft focus, resizing or other similar charges.

11.5 You have taken your own tax advice. If you have been advised that you need to charge us VAT on any invoice, you must advise us of this at the time of first submission of any images to us. We charge VAT, where applicable, on all sales we make. Our VAT registration number is 818 2068 31

## 12. **Copyright Infringement**

12.1 Although we ask buyers to respect copyright in images we sell through the Site, we cannot physically control what happens to images or how they are used. If you suspect that your copyright has been infringed or your image has otherwise been misused, please let us know as soon as possible. We regret that we do not have the resources to pursue infringers ourselves, and you agree that we are under no obligation to do so, but we would of course not object to you, as the copyright owner, doing so.

## 13. **Indemnity**

13.1 You agree to indemnify, defend, and hold us (including our servants agents and employees) harmless against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach of the terms of agreement.

## 14. **Dispute Resolution**

14.1 You and we agree to try and resolve any dispute on an amicable basis by agreement. However, if agreement is not possible, then you and we agree to submit any such dispute to the exclusive jurisdiction of the English courts. The forum for any dispute shall be London, unless we agree to a different forum.

## 15. **Other Matters**

15.1 If any part of this agreement is found to be unenforceable, the remainder of the agreement will not be affected and will remain in full force and effect.

## 16. **Updates**

16.1 These terms are revised and updated from time to time. New versions of these terms are applicable immediately, so if you submit further images to us, remember to check these terms for any changes first

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