

David Carvey - Intimate Landscape

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Supply Of Images

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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 license 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.

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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.