# LICENCE TO USE RELEASE FORM

Version 3.5 – 5th July 2025 Photographer: Stefan Frizzel

Licensor: Hover Media Ltd (also known as Hover Media and Hover Media Cosplay)

# **Licence Scope and Eligibility**

#### **Scope of Licence**

This licence applies exclusively to photographs made available for download through online galleries owned and managed by Hover Media Ltd at the domain: <a href="https://hovermedia.pic-time.com/">https://hovermedia.pic-time.com/</a>.

This licence is attached to all such galleries, and clients are required to explicitly confirm their agreement to this licence before downloading any photos.

#### **Superseding Usage Licences**

If a client has been provided with a specific usage licence for a particular gallery or set of images, that specific licence shall take precedence over this generic licence. In such cases, this licence will no longer apply to those images.

#### **Eligibility**

This licence applies only to the following:

#### At ticketed/private events:

- Attendees who paid for their ticket
- Attendees who received a complimentary ticket (also known as a creator pass)
- Traders who paid to exhibit or sell at the event

### Not covered:

- · Event staff
- Event volunteers
- Individuals or companies who were financially compensated by the event to attend or work in any capacity
- Individuals or companies that do not fit into any of the above categories

If you cannot prove you paid to attend or received a creator pass, you do not qualify for this usage licence.

### At free/public events:

- Attendees
- · Companies, for use on their own social media or controlled digital accounts only

### **Private photoshoots:**

 Anyone present at a private photoshoot may use this licence to use images taken during that photoshoot.

#### Photos taken in public places:

 Any person visibly present in photographs taken in public places is permitted to use the images under this licence.

# **Digital Media Platforms and Digital Devices**

## Allowed:

- All digital platforms, including:
  - Social media platforms (e.g. Instagram, TikTok, Facebook, Twitter/X)
  - · Websites, blogs, and digital portfolios
  - Messaging platforms, cloud storage (e.g. WhatsApp, Discord, Google Drive)
  - Personal or business-owned devices (e.g. phones, laptops)

#### Provided that:

- The client must own or solely control the account, website, or platform used to store or share the images
- The image must visibly include the client, or clearly depict their staff, branding, or trading stall
- The use must be non-commercial and not involve paid advertising or sponsorship

## Not allowed:

- Paid or sponsored content, including:
  - Boosted or promoted posts on social media
  - Affiliate or influencer marketing
  - Paid advertisements or content linked to financial gain
- Use in AI tools or systems that analyse, alter, or generate content
- Use on platforms/accounts not owned or controlled by the client

# **Physical Platforms**

## Allowed:

- Business cards
- Posters up to A3 size

### Not allowed:

• Flyers, banners, packaging, merchandise, or any other printed or physical format not explicitly listed

# **Usage Permissions**

## **Permitted Use:**

- · Personal use only
- The client must be:
  - Visibly present in the image(s), or
  - Have their staff, stall, or branding clearly visible in the image(s)

## **Prohibited Use:**

- Editorial use (news, journalism)
- Commercial use (advertising, promotional sales)
- Any paid, sponsored, or monetised content
- Use of other photos from the gallery where the client/stall/staff are not visible
- Any use not specifically listed above

To request extended or commercial rights, please email <a href="mailto:enquiries@hovermedia.co.uk">enquiries@hovermedia.co.uk</a> with your requirements. In some cases, additional usage rights may be granted at no extra charge, but this is considered on a case-by-case basis.

# **Editing Rights**

You may:

- Adjust brightness, contrast, colour, and similar attributes
- Apply filters or overlays
- Perform minor spot or content removal that does not substantially alter the image's subject
  - This excludes full background replacement

You must not use any AI tools for editing or content manipulation.

The photographer reserves the right to request removal or reversal of any edits deemed harmful, derogatory, distasteful, or damaging to the photographer's or licensor's brand.

# **Territory**

- Digital use: Worldwide (within the limits of platform/account control)
- Physical use: United Kingdom only

# **Licence Duration**

This licence does not expire automatically, but it may be terminated at any time by the Licensor or Photographer for any reason.

If terminated, the client must:

- Delete all copies of the image(s) from devices and online content
- Remove all posts or publications within one calendar month
- Failure to comply may result in usage fees or legal action

# **Fees for Non-Compliance**

No fee is required for proper use under this licence.

If there is non-compliance, fees will be calculated using the **Association of Photographers Usage Calculator** (https://www.the-aop.org/information/usage-calculator), with:

- A base usage rate of £680 (exclusive of VAT)
- A minimum usage duration of 1 year applied

The calculated fee is exclusive of VAT; a VAT charge at the current rate of 20% will also apply.

# **Copyright and Attribution**

- The photographer retains full copyright and intellectual property rights
- The client is granted a non-exclusive, non-transferable licence

### **Attribution:**

Please credit Hover Media when posting or sharing images by:

- Tagging @hovermediacosplay or @hovermediauk (on Instagram or other platforms), or
- Displaying the text "Photographer: Hover Media Ltd" near the image

Under §77/78 of the Copyright, Designs & Patents Act 1988, the photographer asserts the moral right to be identified as the author of the photographs.