

From: [D PARMITER](#)
To: [Section52CDPA](#)
Subject: Repeal of Section 52
Date: 23 December 2015 17:22:22

Der Sir/Madam,

I am a photographer specialising in photographing interiors, For 34 years I've been producing images for features in books, magazines and other publications related to architecture and interior design.

I'm very concerned that my business will suffer greatly by this change in law. It will not only affect any new work that I produce but will, I believe, also affect sales of existing material made by my syndication agents which contribute between 15% &20% to my gross turnover.

Inevitably there will be products within my photographs that will come under the changes in legislation and getting permission for usage will impose an unnecessarily heavy burden on me in terms of time taken to contact the copyright holders and also in the potential financial impact of paying the copyright holders a fee for the usage of the images of their products.

I have over a thousand commercially saleable images lodged with photo libraries and their collective value is a major contributor to my pension plans. This legislation will make them almost worthless as it will severely restrict my ability to resell them.

Putting the burden of compliance on individual small businesses will doubly impact as at this time a typical contract from a publisher contains the following clauses which I have to comply with -

5. You hereby warrant to as follows: (a) that notwithstanding 5(e) and 5(f) below you are the sole legal and beneficial owner of and you own all the rights and interests in the material(s) supplied and that those materials are not libellous and will not infringe any copyright or other third party right;

(b) that you have not licensed or assigned any of the rights in the material(s) (save for One Use material(s)) and that they are free from any security, interest, option, mortgage, charge or lien;

(c) you are not aware of any infringement or likely infringement of the copyrights in and to the material(s);

(d) that there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the creation, ownership, validity or use of any of the material(s);

e) the material(s) that are authored or otherwise created by you personally are original to you and have not been copied wholly or substantially from any other source.

(f) where the material(s) include images, drawings, written work and any other material(s) that were not created by you, that you have sought and obtained permission (and a valid licence to ... where applicable) from the copyright owner of these third party materials to be supplied by you to and that their publication by will not infringe any copyright or any other third party right;

6. You shall indemnify against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by arising out of or in connection with (a) any breach of the warranties contained in this Agreement (including but not limited to any intellectual property claims from third parties), or (b) the enforcement of this agreement.

There is a fundamental difference in directly copying an item for exploitation of it in its original form and producing an image of it as part of a scene photographed. This does not seem to be differentiated in this change to law. Design copyright holders are likely to be worse, rather than better off, due to this change as having their products featured in magazines free of charge in editorial features, often with captions and credits, can only benefit their sales. Some clients employ PR agencies to actively try and get their products featured. Many of my clients benefit directly in terms of getting new business as a direct result of their products being seen in magazines.

A five-year transition period would have given the industry time to produce workable guidelines and practices but this sudden change will cause unnecessary difficulties and hardship.

It will also affect the publishers at a time when the industry is already struggling with much reduced advertising revenue in printed magazines and adapting to online usage, both of which will inevitably lead to reduced fees for

contributors. together with the impact on syndication sales is very likely to drive me out of business.

I have already been informed that due to the sudden change in the transitional period and the move to make this law in April 2016 that collecting societies are already gearing up for test cases to claim compensation for designers at the expense of photographers and their representatives as soon as this is passed into law and that failure to comply will be a criminal offence.

As I hope you can understand this is of considerable concern to me, firstly that the transitional period, which would have allowed workable practices to be implemented, has been abandoned with such haste, and that the impact on small businesses and self employed photographers has been completely overlooked. Copyright laws are very important, as a photographer this is something of which I'm only too aware, but I don't think the ramifications of this legislation have been fully explored and I urge you to consider the following points;

- Asking for a 5 year transition once again for 2D representations of 3D works (as the main concern is replica furniture/accessories)
- Asking for an exclusion for editorial use of 2D images showing 3D objects
- Asking for an exception, allowing for home-owners to have the right to show their own homes in photographic works without risk of either them or the photographer committing a criminal offence.

Yours sincerely,

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