

**From:** [Bruce Hemming](#)  
**To:** [Section52CDPA](#)  
**Subject:** Transitional arrangements for the repeal of section 52 of the Copyright, Designs and Patents Act 1988  
**Date:** 16 December 2015 10:53:35

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Dear Sirs

Architectural and interiors photography is my passion and I have over thirty years experience, shooting editorial features and for commercial clients.

As a photographer specialising in producing images for features in books, magazines and other publications devoted to architecture and interior design my business will be severely impacted 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 12 - 15% 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 ten thousand commercially saleable images lodged with various syndication agents and photo libraries and their collective value is a major contributor to my pension plans. At a stroke this legislation will make them almost worthless and will negate the value of my work accumulated during my career of nearly forty years.

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 (often attributed in the caption) 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 damaged rather than protected as the general exposure and free advertising that products get in editorial context will be severely affected.

A five-year transition period would have given the industry time to produce workable guidelines and practices but this sudden rush to

change will cause unnecessary difficulties. It will also affect the publishers at a time when the industry is already struggling to adapt due to online usage and inevitably will lead to reduced fees for contributors. These are largely unchanged from rates paid twenty years ago and this together with the impact on syndication sales is very likely to drive me out of business.

I believe that the implementation of this law as proposed will infringe my human rights in that it will prevent me from exercising my right to work.

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