***A drawing of a face

Description automatically generated***

***Photographer name and address details here (company information).***

***Definitions.***

All references in this agreement to the term ‘Client’ shall refer to the person(s) or company directly

employing the photographer, or, where the client is not a direct client, i.e. a third party or agency,

that third party or agency shall be interpreted as the ‘Client’.

By hiring ***(photographer name here)*** for photographs, products, services, etc. you, the Client, agree to the following terms and conditions in perpetuity:

***Agreement.***

The agreement between the photographer and client governs the assignment described in the accompanying estimate and along with these terms and conditions constitutes the entire agreement between the parties concerning the assignment.

***1) Rights of client to reproduce the images:***

The client on payment of invoice is granted full rights / licence for all photographs.

Territory and period of use to be agreed in advance between the client and photographer.

Photographs produced for the Client may be used for all marketing and self-promotion

through electronic and printed forms associated with the specified project / commission.

Direct advertising usage must be negotiated and agreed with the photographer **(your name here)** on a separate basis. Client will not make any alterations to the images without written permission from the photographer **(photographer name here).**

Please note that the ownership and subsequent copyright of the photographs remains with the

Photographer **(photographer name here).**

***(You may add here any further licence agreed with the client at the time of the commission – i.e. some photographers give two licenses with the commission. i.e. One for the client, one for the design and PR agency). This only allows images to be used in relation to the original promotion and product, property or persons. Also add how long you propose the licence to last for – i.e. one, two or five years).***

***2) Limitation on third party use.***

A license is granted only to the paid client and not to any third party.

Any third party; including but not limited to those stipulated in the original licence, interested in usage of photos may contact the photographer or authorised agent **(photographer name here)** for subsequent licensing fees.

The client may not resell, copy, transfer, etc. any of the photographs owned by **(your name here)** to a third party unless specified in the original agreement.

***3) Social media usage.***

If published or used on social media, photography credit must be given to **(photographer name here)** within the comments section.

***4) License to use and third party use exclusions.***

The licence to use images only applies to the ‘Client’, as agreed at the time of commission. The

Photographer MUST give permission or agreement before any benefit of the licence or any use of

images can be assigned to ANY third party.

The licence to use the images comes into effect from the date of payment of the relevant invoice.

Provisional license to use the images is granted for a period of 30 days from date of delivery. The

license is immediately revoked if payment of the relevant invoice for the images is not made within

30 days or if the Client is put into receivership or liquidation.

***Any unauthorised third party use of the photographs will be seen as a breach of UK copyright law***

***and pursued accordingly.***

Using an image without a valid license is considered copyright infringement in violation of the **Copyright, Design and Patents Act of 1988.**

***5) The Commission:***

By scheduling a shoot with **(photographer name here),** Client and any third party agree to property, model release and photography release without signature.

Client or representative of Client should be present at the shoot to give access to property if relevant and discuss shots needed and other considerations and requests. If the Client cannot be present, then a written brief to specify exact shots desired must be delivered no later than 24 hours prior to the shoot. Directions or briefs will not be accepted over the phone.

***6) Rejection***

The client has no right to reject the supplied images / commission on the basis of style, composition

or subsequent non-requirement of images.

***7) Cancellation / Postponement***

An assignment booking is considered agreed and firm from the date of the confirmation, therefore

the Photographer **(your name here)** will, at his / her discretion charge a fee for cancellation or postponement.

In view of Cancellation; the Client will pay for ALL expenses incurred up to the time of the cancellation of the commission.

In addition, the Client will be charged at 50% of the agreed rate if the commission is cancelled less than two days prior to the commission, and 100% of the fee if less than 24 hours.

***Postponement.*** Unless agreed in writing, the Client will be charged 100% of the agreed rate for the

commission if postponement occurs after the Photographer has departed for the location (This

excludes bad weather) and 50% of the rate agreed for the commission if postponement occurs less

than 24 hours before departure.

***8) Exclusivity***

Should the Client wish to use the Photographs to the exclusion of all other parties for a set period

then a separate fee shall be negotiated in writing. However, the Photographer retains the right in all

cases to use the Photographs in any manner at any time regardless of any exclusive period agreed

and in any part of the world for the purposes of promoting his / her work. Upon expiry of the exclusivity period the Photographer shall be entitled to use the Photographs for any purposes.

***9) Releases and clearance.***

The Client shall be responsible for obtaining ANY and ALL required clearances, and will indemnify the

Photographer against all expenses, damages, claims and legal actions and/or legal costs arising out of any failure to obtain such clearances.

Furthermore the Client is responsible for obtaining all necessary permissions and releases for usages **that require any property or model releases, unless agreed and delivered by the Photographer.**

***10) Copyright / retention of image rights:***

All images/digital files remain the copyrighted property of the photographer **(your name here).** The photographer **(your name here)** owns all images/digital files and their copyrights unless otherwise stated in writing.

The photographer **(your name here)** holds the right to publish & use photos taken for advertising & self-promotion. This includes the right to place the images within a stock library / agency for further sales / licence purposes.

This agency has the right to licence the images for possible worldwide non exclusive use.

***11) General terms:***

Prices subject to change without notice.

Above listed terms and conditions represent the only contract between the photographer **(your name here)** and the Client (unless specified otherwise.)

Terms and conditions subject to revision.

Client agrees to allow the photographer **(your name here)** to display and post online photographs, project information, and Client information at the photographer’s discretion **(your name here).** Client name may be used for the photographer’s **(your name here)** self promotion unless asked otherwise.

The photographer **(your name here)** is not responsible for the posting of images to third party websites. The photographer **(your name here)** is not responsible for issues or complaints in the event of decreased quality on third party website.

The photographer **(your name here)** is an independent contractor and not the Client's employee. Client is not an agent for the photographer **(your name here)** and cannot make agreements on his / her behalf.

***12) Retouching.***

The normal agreed daily rate includes basic and reasonable (Explained to Client on request) post

processing of digital files prior to sending to the Client. If the Client requests additional post

processing work the Client will be charged at the rate quoted and agreed.

***13) Extensions to original fee***

Where extra time or expenses are incurred by the Photographer as a result of alterations to the

original brief by the Client, or otherwise at their request or on their behalf by an authorised third

party, the Client shall give approval and be liable to pay such extra expenses or fees at the

Photographers normal agreed daily rate to the Photographer in addition to the expenses and fees as

having been agreed or quoted.

***14) Author right to credit of images.***

All published usages, either in print or electronic of images taken by the Photographer **(your name here)** shall be accompanied by a written credit to the Photographer **(your name here)** within reasonable proximity of the image(s).

The Photographer **(your name here)** asserts his / her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

***15) Applicable law***

This agreement shall be governed by the laws of England & Wales.

***16) Variation***

These Terms and Conditions shall not be varied except by agreement in writing.