IE-SGAsem05

# Photography contract

**Date:** [date]

| | |
|---|---|
| **This agreement is dated:** | [Date] |
| **It is made between** | [photographer's name] |
| **Of** | [address] (the “Photographer") |
| **And** | [client's name] |
| **Of** | [address] (the “Client") |

**Background**

The purpose of this contract is to record the terms ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

| | |
|---|---|
| | recorded by ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . |
| "Instruction" | means a written instruction for a specific Shoot, as set out [in ■ ■ ■ ■ 1 / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ] |
| "Model Right" | means any right of a person to the privacy of his personal image or other feature by which he could be identified. It also means ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■ 

4.12. If the Event is cancelled, delayed or the Client makes a significant change to the venue, date or activities then the Photographer will try to perform his obligations under same terms as set out in this agreement. However ■ ■ ■

6.3. The Deposit is non-refundable if the [redacted].

6.4. Payment shall be made by any of: [direct debit, bank transfer, cheque] [redacted].

6.5. The Photographer reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement at the rate of [5] per cent above the base [redacted].

## 7. Project management procedure

7.1. After the payment of the Deposit the Photographer will communicate with the Client [redacted].

7.2. If the Client provides a list of specific people or scenes or events of which he requires Images, the [redacted].

7.3. The Client will be responsible for informing people that [photographs and videos] will be taken at the Event, and will indemnify the Photographer for all costs which might flow [redacted].

7.4. Within [seven] days after the date of the Event, the Photographer will send proof copies of the Images in an appropriate medium for [redacted].

7.5. The Client agrees to make his choices and inform the Photographer within [14] [redacted].

7.6. The Photographer shall deliver the Images as ordered within [21] days [redacted].

7.7. [if relevant: Within 21 days of having received the prints or other media recording the Event, the Client shall [redacted].]

*OR*

7.8. [Make the basic payment terms [redacted]]


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## 8. The licence of Images to Client

8.1. The Client acknowledges that the Photographer owns all right, title and interest in and to the Images and that the Client has no [redacted].

8.2. Money paid to the Photographer includes a fee for the grant of a licence in the terms of this paragraph. The licence arises only [redacted].

8.3. The licence is personal, irrevocable, non-transferable [redacted] - [redacted] - [redacted].

8.4. The licence is restricted so that [unless the Photographer gives written authorisation] the Client may not copy any Image created [redacted], [redacted], [redacted]. [[redacted], [redacted].]

8.5. So far as any goodwill is generated [redacted].

8.6. The Photographer reserves the right to [redacted], [redacted], [redacted].

## 9. Licence of "Model Rights" to Photographer

9.1. The Client grants all his [redacted].

9.2. The Client agrees that the Photographer may use his personal [redacted] ([redacted]) [redacted], [redacted]:

9.2.1 to market his business as a photographer;

9.2.2 for sale of a [redacted];


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9.2.3 for sale of [redacted].

## 10. Photographer's obligations

10.1. In working on the Assignment [redacted]:

10.1.1 the Instruction;

10.1.2 standard ISO/TC42

10.2. The Photographer shall provide the services in accordance [redacted] [[redacted]].

## 11. Use of sub-contractors

If the Photographer wishes to perform any or [redacted]:

11.1. the Photographer must first obtain the written consent of the Client to [redacted].

*OR*

11.2. the Photographer must first obtain the written consent [redacted];

11.3. the Photographer [redacted];

11.4. the Photographer agrees to indemnify the Client against any [redacted].

*OR*


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11.5. [this contract / [redacted] ] [redacted] [ [redacted] ] [redacted] .

*OR*

11.6. so far as work under this [redacted] - [redacted] , [redacted] [ [redacted] ].

*OR*

11.7. the Photographer shall not sub- [redacted] .

## 12. Confidentiality

12.1. The parties are aware that in the course of the performance of the Assignment they will each have [redacted] . [redacted] , [redacted] , [redacted] , [redacted] :

12.1.1 except as provided in this agreement, not divulge to any [redacted] , [redacted] ( [redacted] ) [redacted] ;

12.1.2 not use the Confidential Information in any way for himself or [redacted] , [redacted] ;

12.1.3 not publish Confidential Information on any social medium.

## 13. Limitation of liability

13.1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .


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13.2. The Photographer shall not [redacted] :

13.2.1 indirect or consequential loss; or

13.2.2 economic loss or other [redacted] , [redacted] , [redacted] ; [redacted]

13.2.3 loss of amenity represented [redacted] .

13.2.4 loss or damage suffered by [redacted] .

The above provisions apply even if such [redacted] .

13.3. Except in the case of death or personal injury, the total liability of the Photographer under [redacted] , [redacted] , [redacted] € [ 10 , 000 ]. [redacted] , [redacted] .

## 14. Duration and termination

14.1. Work on the Assignment shall continue until terminated:

14.1.1 by completion of [redacted] ; [redacted]

14.1.2 by one party giving [ 28 ] [redacted] ; [redacted]

14.1.3 immediately by the Photographer if the Client fails [redacted] [ 28 ] [redacted] ; [redacted]

14.2. Despite termination of this agreement for whatever reason, all [redacted] .

14.3. Without regard to the reason why this agreement ends, the Client [redacted]


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[redacted] , [redacted] .

## 15. Uncontrollable events

15.1. Neither party shall be liable for any failure or delay in [redacted] , [ [redacted] ].

15.2. If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous [redacted] [ [redacted] ], [redacted] . [redacted] [ 7 ] [redacted] , [redacted] .

15.3. A termination notice is [redacted] - [redacted] .

15.4. If the agreement is terminated, all money [redacted] [. . . . . [redacted] ];

15.5. The party claiming to be affected by an [redacted] .

## 16. Miscellaneous matters

16.1. No amendment or variation to this agreement [redacted] , [redacted] .

16.2. The Photographer takes Client's privacy seriously and will use his [redacted] 2018 [redacted] [ 2 ] [redacted] .

16.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted] , [redacted]


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[redacted]

16.4. Any obligation in this agreement [redacted].

16.5. No failure or delay by any party to exercise any [redacted], [redacted].

16.6. The parties agree that [redacted].

16.7. In the event of a dispute between the parties to this agreement, [redacted].

16.8. So far as the law permits, [redacted], [redacted].

16.9. Any communication to be served on either of the parties [redacted] - [redacted].

It shall be deemed to have been delivered:

if delivered [redacted]: [redacted];

if sent by post [redacted]: [redacted] 72 [redacted];

If sent by e-mail to the address from which the receiving party has last sent e-mail: [redacted] 24 [redacted] - [redacted]. [[redacted] - [redacted]. [redacted], [redacted]].


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16.10. The validity, construction and performance of this agreement shall [redacted].

Signed by [Photographer's name]

Signed by [Client name]:


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## Schedule 1: Instruction

*[Set out* [redacted] *]*


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## Schedule 2: Privacy notice

The following information constitutes our privacy notice.

In this Schedule, "we", "our", or "us" refer to [photographer name] and “you”, “your” refer to the Client.

You can contact us ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ - ■ ■ ■ ■ ■ ■ ■ ■ ].

**Introduction**

1. This is a notice to inform you of our policy about all information ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

| | |
|---|---|
| | ■ ■ ■

## 3. What data we may process in each category

We shall process this basic personal data:

3.1. [redacted], [redacted], [redacted], [redacted].

3.2. telephone number

3.3. photographic images or videos

3.4. all information you gave to us .

3.5. financial information processed through the banking system.

3.6. [redacted], [redacted], [redacted].

3.7. information relevant to the performance of your contract.

3.8. [redacted], [redacted].

3.9. [[redacted]].

## 4. The bases on which we process information about you

[redacted], [redacted]. [redacted]. [redacted].

[redacted].

[redacted].

[redacted]


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[redacted], [redacted].

[redacted].

[redacted], [redacted].

[redacted].

**Information we process with your consent**

[redacted], [redacted].

[redacted].

[redacted]. [redacted], [redacted], [redacted].

**Information we process because we have a legal obligation**

[redacted], [redacted].

[redacted], [redacted].

This may include your personal information.

## 5. Specific uses of information you provide to us

**Client Galleries**


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[redacted]. [redacted] [redacted] / [redacted] ].

[redacted] [redacted] ] [redacted] .

[redacted]. [redacted] : [redacted] [redacted]. [redacted] [redacted] [ 12 [redacted] ] [redacted].

**Communicating with you**

[redacted], [redacted] - [redacted], [redacted] .

[redacted].

[redacted], [redacted] .

**Dealing with complaints**

[redacted], [redacted] .

We use that information to resolve your complaint.

[redacted], [redacted]. [redacted], [redacted], [redacted], [redacted] .


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[redacted], [redacted].

[redacted], [redacted].

### Visitors

[redacted] ([redacted]) [redacted].

[redacted].

[redacted], [redacted].

## 6. Management of your information

### Access to your personal information

[redacted].

[redacted], [redacted] [[redacted]].

[redacted], [redacted], [redacted].

### Removal of information

[redacted], [redacted] [[redacted]].

[redacted]. [redacted], [redacted].

[redacted], [redacted], [redacted].


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**Verification of your identity**

[redacted], [redacted]. [redacted].

## 7. Post termination

7.1. [redacted], [redacted].

7.2. [redacted], [redacted]:

7.2.1 [redacted] - [redacted].

7.3. [redacted], [redacted]:

7.3.1 for accounting and taxation purposes;

7.3.2 [redacted];

7.3.3 [redacted];

7.4. [redacted], [redacted].

## 8. Who handles your data

[redacted]. [redacted], [redacted] [ [redacted] ] [redacted] [ [redacted] ].


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[redacted], [redacted].


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# Early Start and Cancellation Rights

This is to explain your rights under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

[redacted], [redacted] 14 [redacted], [redacted].

To exercise the right to cancel, you must inform us that you want to cancel in a clear statement. You may use the attached model cancellation form or email us at [email address].

[redacted], [redacted], [redacted], [redacted].

[redacted].

[redacted] 14 [redacted], [redacted]. [redacted] [ [redacted] ] [redacted]. [redacted], [redacted] 14 [redacted].

[redacted], [redacted], [redacted]. [redacted], [redacted], [redacted], [redacted].

[redacted], [redacted]. [redacted], [redacted].


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# Request to start work

To,

[enter Photographer's name]
[address]
[email]

[redacted] / [redacted] / [redacted] [redacted] .

[redacted] .

Signed

Date:

Client name:

Client address:

**Model cancellation form**

*[■■■

# Explanatory notes:

**Photography contract**

## General notes

1. This agreement strongly favours the photographer. However, we have included fair provisions to protect your client too. By all means ■ ■ ■

By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it ■ ■ ■

We have provided a proposal. Edit freely to describe the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

## 7. Project management procedure

This is another practical provision. We have included it to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

## 8. The licence of Images to Client

This is the most important paragraph in the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

We have included many options for use of sub-contracts because this is a constant source of dispute. The photographer may be double booked, or an earlier assignment runs over [redacted] . [redacted] , [redacted] - [redacted] . [redacted] , [redacted] .

## 12. Confidentiality

Use this paragraph if required; delete or edit if not. A commercial client is [redacted] . [redacted] .

## 13. Limitation of liability

This is an essential provision. The stronger the wording, the less likely it is that your client will consider legal action. But please note that if your [redacted] " [redacted] " [redacted] , [redacted] , [redacted] , [redacted] .

## 14. Duration and termination

This paragraph applies only to a [redacted] . [redacted] .

## 15. Uncontrollable events

Edit or delete as you require. If your schedule is tight, it is [redacted] .

## 16. Miscellaneous matters

A number of special points. We have identified each of these as important to protect you. Some are relevant to particular paragraphs in the document, [redacted] . [redacted] . [redacted] .

16.2 Self explanatory provision. This provision deals with your obligations under the Data [redacted] 2018 . [redacted] 2 [redacted] .

## Schedule 2

Paragraph numbers refer to [redacted] .

## Introduction

Leave these paragraphs in place unless there is a good reason to edit them or remove them. Each [redacted].

## 1. Definitions

Basic terms [redacted].

## 2. Data protection

A [redacted].

## 3. Personal information we may process

Data Protection Act 2018 ("Act") only applies to personal data of an INDIVIDUAL through which [redacted].

The purpose of this [redacted].

We have given you [redacted].

## 4. The bases on which we process information about you

The Act allows a person or business to process personal data only if the purpose of processing [redacted]:

You have [redacted]

One or both of [redacted] .

Less commonly, some [redacted] .

Where the data subject is a customer or client the most obvious basis [redacted] ". [redacted] . [redacted] .

On the other hand, if you want to send marketing materials to your clients, then you will probably need to obtain consent [redacted] . [redacted] , [redacted] . [redacted] , [redacted] " [redacted] " [redacted] .

You must make sure that when you ask specifically for consent, [redacted] . [redacted] .

## 5. Specific uses of information you provide to us

This section provides more information about specific [redacted] . [redacted] .

However, if [redacted] , [redacted] .

## 6. Management of your information

Under the Act, a data subject has a [redacted] , [redacted]

[redacted] - [redacted] - [redacted] [redacted].

You should leave [redacted].

**7. Post termination**

It is a requirement of the Act to [redacted]. [redacted] - [redacted].

Basic Irish law relating to limitation for bringing a claim, [redacted], [redacted]. [redacted] " [redacted] " [redacted].

**8. Who handles your data**

This paragraph sets [redacted].

In any case, you must [redacted], [redacted]. [redacted].

## End of notes