

UK-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

The terms of this agreement are:

1. Definitions

"Assignment"	means a piece of work to be undertaken by the Photographer under the terms of this agreement which is
"Confidential Information"	means all information about the parties, including: <ul style="list-style-type: none">) information created or arising from this agreement;) information, comment or implication published on
"Event"	means the [wedding, business conference / other]
"Fee"	means all money payable by the Client to the Photographer, however
"Images"	means video or single photographic images

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

“Shoot” means the occasion when the Photographer

2. Entire agreement

- 2.1. This agreement contains the entire agreement between the parties and supersedes all
- 2.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
- 2.3. Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other
- 2.4. Neither party shall have, nor represent that he has, any authority to make any commitment on

3. Warranties for authority

- 3.1. Each of the parties warrants that he has power to enter into this agreement [and].
- 3.2. The Photographer warrants and undertakes that he is not aware of anything within his reasonable control which might or will

4. The contract

- 4.1. The Photographer agrees to provide the services to complete the Assignment for
- 4.2. The Photographer is alone responsible for all taxes arising on money received from the Client and indemnifies the Client
- 4.3. The Photographer is/is not registered for , [123456789].
- 4.4. The Photographer is registered with [professional ,].
- 4.5. This is an umbrella agreement which
- 4.6. A contract to undertake each Assignment is made when the Client makes payment
- 4.7. The Client agrees to provide accurate, timely and complete information and fully cooperate with the Photographer to
- 4.8. With effect from today the Client shall nominate a key person who shall be authorised to represent him, to give instructions to
- 4.9. The Photographer agrees that he will fully cooperate with the authorised representative
- 4.10. If due to any reason the Photographer fails to perform his part under this agreement then he shall provide an alternative photographer. The replacement shall be
- 4.11. If the Photographer does provide a replacement then the replacement will complete the Assignment

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

4.13. Nothing in this contract shall prevent the Photographer from entering into a similar contract with any other person provided that the date of providing services on any

5. The Assignment

5.1. The work under each Assignment shall be set out in an Instruction. The

5.1.1 [event, example: the wedding of [her] []];

5.1.2 Date:[date]

5.1.3 Latest time when Photographer is required to start : []

5.1.4 Media: coloured photographs, CD ROM and

5.1.5 Location one: [name or];

5.1.6 Location two: [reception location]

5.1.7 Latest attendance time required:[time of day].

5.1.8 Arrangements agreed in relation to special travel, accommodation and .

6. Fee and payment

6.1. The Client agrees to pay the Fees set .

6.2. The Client shall pay a deposit (the “Deposit”) of £ [deposit sum]

- 6.3. The Deposit is non-refundable if the
- 6.4. Payment shall be made by any of: [direct debit, bank transfer, cheque]
- 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

7. Project management procedure

- 7.1. After the payment of the Deposit the Photographer will communicate with the Client
- 7.2. If the Client provides a list of specific people or scenes or events of which he requires Images, the
- 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
- 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
- 7.5. The Client agrees to make his choices and inform the Photographer within [14]
- 7.6. The Photographer shall deliver the Images as ordered within [21] days
- 7.7. [if relevant: Within 21 days of having received the prints or other media recording the Event, the Client shall

.]

OR

- 7.8. [Make the basic payment terms]

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
- 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
- 8.3. The licence is personal, irrevocable, non-transferable
- 8.4. The licence is restricted so that [\[unless the Photographer gives written authorisation\]](#) the Client may not copy any Image created by the photographer, nor permit any other person to do so, without his permission in writing. [\[For the avoidance](#)
.]
- 8.5. So far as any goodwill is generated by the Client's use of the Images it
- 8.6. The Photographer reserves the right to

9. Licence of “Model Rights” to Photographer

- 9.1. The Client grants all his
- 9.2. The Client agrees that the Photographer may use his personal
(
)
,
:
 - 9.2.1 to market his business as a photographer;
 - 9.2.2 for sale of a

9.2.3 for sale of

10. Photographer's obligations

10.1. In working on the Assignment

10.1.1 the Instruction;

10.1.2 standard ISO/TC42

10.2. The Photographer shall provide the services in accordance with the professional standards laid

[/ /]

11. Use of sub-contractors

If the Photographer wishes to perform any or

:

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

OR

11.2. the Photographer must first obtain the written consent

;

11.3. the Photographer

;

11.4. the Photographer agrees to indemnify the Client against any

OR

11.5. [this contract /]
[] .

OR

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

OR

11.7. the Photographer shall not sub-

12. Confidentiality

12.1. The parties are aware that in the course of the performance of the Assignment they will each have

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

12.1.2 not use the Confidential Information in any way for himself or
;
;

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

13.2. The Photographer shall not

:

13.2.1 indirect or consequential loss; or

13.2.2 economic loss or other

;

13.2.3 loss of amenity represented

.

13.2.4 loss or damage suffered by

.

The above provisions apply even if such

.

13.3. Except in the case of death or personal injury, the total liability of the Photographer under

£ [10 , 000].

.

14. Duration and termination

14.1. Work on the Assignment shall continue until terminated:

14.1.1 by completion of

;

14.1.2 by one party giving [28]

;

14.1.3 immediately by the Photographer if the Client fails

[28]

;

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

.

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

15. Uncontrollable events

15.1. Neither party shall be liable for any failure or delay in

, [].

15.2. If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous

[],

[7] ,

15.3. A termination notice is

15.4. If the agreement is terminated, all money

[.

];

15.5. The party claiming to be affected by an

16. Miscellaneous matters

16.1. No amendment or variation to this agreement

16.2. The Photographer takes Client's privacy seriously and will only use

2018

[2]

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

16.4. Any obligation in this agreement

16.5. No failure or delay by any party to exercise any

16.6. The parties agree that

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

16.8. This agreement does not give any right to any third party under the [Contracts \(Rights of Third Parties\) Act 1999 / Contracts \(](#)
) () 2017 ,

16.9. Any communication to be served on either of the parties

It shall be deemed to have been delivered:

if delivered :

;

if sent by post : 72

;

If sent by e-mail to the address from which the receiving party
has last sent e-mail: 24

. [

]

16.10. The validity, construction and performance of this agreement shall be governed by [/]

Signed by [Photographer's name]

Signed by [Client name]:

Schedule 1: Instruction

[Set out

]

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 [redacted].

Introduction

1. This is a notice to inform you of our policy about all information [redacted].
2. We take seriously the protection of your privacy and confidentiality. We understand that [redacted].
3. We undertake to preserve the [redacted].
4. Except as set out below, we do [redacted].

1. Definitions

In this Schedule,
:

- "Act" means the Data Protection Act 2018.
- "Data Protection Legislation" means all or any of:
- (a) the GDPR,
 - (b) the applied GDPR,
 - (c) the Act,
 - (d) regulations made under the Act

(e) regulations made under section 2(2) 1972

"the GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

"the applied GDPR" means the GDPR as applied in the United Kingdom (the "UK").

"Law Enforcement Directive" means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by law enforcement authorities and on rules on data protection for law enforcement purposes.

"data controller", "data processor", "data subjects", "personal data", "process", "processed" and "data subject" shall have the same meaning as in the GDPR.

In this agreement, "personal data",

2. Data Protection

2.1.

2.2.

3. What data we may process in each category

We shall process this basic personal data:

- 3.1. , , , .
- 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. , , , .
- 3.7. information relevant to the performance of your contract.
- 3.8. , , , .
- 3.9. []

4. The bases on which we process information about you

Information we process with your consent

Information we process because we have a legal obligation

This may include your personal information.

5. Specific uses of information you provide to us

Client Galleries

].

[

/

[

]

[12

]

Communicating with you

Dealing with complaints

We use that information to resolve your complaint.

Visitors

()

6. Management of your information

Access to your personal information

[]

Removal of information

[]

Verification of your identity

7. Post termination

7.1.

7.2.

7.2.1

7.3.

7.3.1 for accounting and taxation purposes;

7.3.2

7.3.3

7.4.

8. Who handles your data

· [] , []
[] .
,
·

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

14

].

14

[]

14

Request to start work

To,

[enter Photographer's name]

[address]

[email]

/

/

.

Signed

Date:

Client name:

Client address:

Model cancellation form

[
].
[
]:
/
],
[]/
[],
:[
],

Address: [\[enter your address\]](#),

Signature: (only if this form is notified on paper),

Date: [\[date\]](#)

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
2. The agreement covers a range of possible assignments, from a wedding to a trip abroad to photograph eagles. The main differential is not connected with photography but with the duration of the assignment. A one-off wedding or
3. **About Consumer Contracts (ICAC) Regulations 2013**

If you provide services to a consumer and he signs this contract anywhere other than your studio then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. These Regulations

This notice provided at the end of the agreement sets out the “standard” limits allowing you to comply with the Regulations. We have included it so that

Paragraph specific notes

Drafting notes specific to the numbered paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have used general terms “**Event**” and “**Image**”. You may edit these definitions to an expression and description which more precisely covers

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

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

2. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. This is important when dealing with “lay” clients who may well claim that

3. Warranties for authority

This paragraph is intended for an ongoing contract. The first part is protection for the photographer;

4. The contract

This paragraph is concerned with the basics of what each side is expected to do and not do. Every provision has been carefully considered in the context of

We make clear that you are self employed and responsible for your own taxes. Why? Because that is an issue that worries many clients.

Clients also like to know the position

We suggest leave these items in place unless there is a good reason

5. The Assignment

This is a description of what you think you have been instructed to do. Edit freely. Do

You have a choice: either set out details here or use a separate sheet and attach it. Make sure you then refer to it here. For retail services such as a wedding, you may prefer to re-arrange the paragraphs so that all the

6. Fees and payment

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

Under UK law, it is the photographer

In practice the photographer grants a licence to the client to use images. This means that clients may only use images in ways that have been set out here.

Of course, how you control your copyright is entirely up to you. Most commercial clients, let alone wedding clients, are unaware of the exact position. Our advice is therefore to make the position

9. Licence of “Model Rights” to Photographer

A model release is simply a confirmation where the persons in the photograph give

You may need “model” rights, depending on the type of assignment. Remember that

10. Photographer’s obligations

These provisions may be required for

11. Use of sub-contractors

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

12. Confidentiality

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

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

14. Duration and termination

This paragraph applies only to a

15. Uncontrollable events

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

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,

Rights of Third Parties Act - We have provided reference of two

16.2 self explanatory provision. This provision deals with your obligations under the Data 2018 .

2

Schedule 2

Paragraph numbers refer to

Introduction

Leave these paragraphs in place unless there is a

1. Definitions

Basic terms

2. Data protection

A

3. Personal information we may process

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

The purpose of this

We have given you

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

" " (" " " ").

You have ;
/

One or both of

Less commonly, some

Where the data subject is a customer or client the most obvious basis

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

You must make sure that when you ask specifically for consent,

5. Specific uses of information you provide to us

This section provides more information about specific

However, If

6. Management of your information

Under the Act, a data subject has a

You should leave

7. Post termination

It is a requirement of the Act to

Basic UK law relating to limitation for bringing a claim,

8. Who handles your data

This paragraph sets

In any case, you must

End of notes