



## 1. DEFINITIONS & TITLES/HEADINGS

Collectively, all people or businesses entering into this Agreement will be referred to as the "Parties."

For the purpose of this Agreement all references to "the Client" includes any agencies, advertisers and will where the context so admits include their respective assignees, sub-licensees and successors in title. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material. The "Services" refers to any work carried out by the Photographer. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## 2. PAYMENT

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

The Photographer will charge the Client for the Services at the rate agreed via email and stated on the invoice (the "Payment"). The Photographer works on a half day rate (4hrs) or full day rate (8hrs) unless otherwise agreed – any overtime will be charged at an hourly rate should you exceed your time by more than 15 minutes.

An extra £25 per hour will be charged on top of the Photographer's usual fee for any weekend jobs.

Invoices submitted by the Photographer to the Client are due within 7 working days of receipt.

The Payment as stated in this Agreement does not include Value Added Tax (at a rate of 20%). Any Value Added Tax required will be charged to the Client in addition to the Payment.

The Photographer will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Photographer will indemnify the Client in respect of any such payments required to be made by the Client.

If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

## 3. EXPENSES

The Photographer will be reimbursed from time to time for reasonable and necessary expenses incurred by the Photographer in connection with providing the Services. All expenses must be pre-approved by the Client.

Unless otherwise agreed the client will be charged for the following expenses: return travel time (if the job is not 'within the M25') charged at £50 per hour, return travel costs such as train tickets, taxi costs, or car mileage which is charged at 0.50p per mile. If the job is more than 2 hours from the Photographers base a hotel will need to be covered for the evening before the photoshoot.

## 4. COPYRIGHT & OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Photographer.

The Client is granted an exclusive limited-use License of this Intellectual Property (the "License").

## 5. USAGE

The photographs are for use by the Client, agreed via email and stated on the invoice. This is generally 'Digital' and 'UK' usage only and any additional usage such as 'Advertising' or additional territories will need to be discussed and negotiated at a additional rate.

No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into administration or liquidation. The Licence only applies to the Client as stated in this Agreement and its benefit shall not be assigned to any third party without the Photographer's permission. Accordingly, even where any form of 'All Media' Licence is granted, the Photographer's permission must be obtained before any use of the Photographs is carried out e.g. use in relation to another product or sublicensing through a photo library. Permission to use the Photographs for purposes outside the terms of the Licence may be granted in consideration for an additional fee, which must be mutually agreed (and paid in full) before such further use takes place. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to this Agreement.

When the Licence has expired, unless otherwise agreed with the Client, the Photographs must be returned to the Photographer in good condition within 30 days, or if electronic, deleted from the Client's hard drive.

## 6. RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Photographer will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## 7. CLIENT CONFIDENTIALITY

The Photographer will keep all Client correspondence and Photographs confidential and will not disclose either to any third party. The Photographer will not make use of material or information communicated to the Client for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the Services.

## 8. EXCLUSIVITY

**Photographs:** The Client will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. The Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his/her work. After the exclusivity period has ended the Photographer shall be entitled to use the Photographs for any purposes. Any photos that are not deemed fit to be sent to the Client for use may be used by the Photographer on stock imagery websites at the photographer's discretion, so long as any brand names are not visible.

**Services:** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free to engage or contract with third parties for the provision of services similar to the Services.

## 9. EQUIPMENT & PROPS

Except as otherwise provided in this Agreement, the Photographer will provide at the Photographer's own expense, all tools, equipment and any other items or parts necessary to deliver the Services in accordance with the Agreement. Props and backgrounds are to be provided by the Client unless otherwise agreed.

## 10. MODEL & PROPERTY RELEASES

A Model or Property Release is required if a Model or any Property or Location is recognisable in any of the Photographs. The Photographer accepts no liability for Model and Property Releases. These should be completed by the Client for any Model or Property releases needed in order to undertake the Services.

It is advised that during a shoot including the public that the Client put out signs notifying the public that photos are being taken. If an individual person is used in a photograph it is also advised that the Client obtains written permission from said individual.

## 11. INDEMNITY

The Photographer agrees to indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Client shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

## 12. REJECTION

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

## 13. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his/her discretion, charge a fee for cancellation or postponement. This does not affect the Client's rights under the Consumer Credit Act 1974.

The fee for cancellation is as follows. Up to 24 hours notice: 100% of the fee shall be payable. Up to 48 hours notice: 50% fee shall be payable. No fee payable if the notice is more than 48 hours. These fees are payable even if the photoshoot is rescheduled. If any expenses have been incurred by the Photographer such as hotel costs that cannot be cancelled and refunded these will also be payable by the Client.

## 14. CREDIT & MANIPULATION

The Photographers name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). The Photographer's username will be tagged on all social media platforms where the Photographs are used. The Photographer also 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.

Manipulation of the Photograph or use of only a portion of the image may only take place with the permission of the Photographer.

## 15. POST-PRODUCTION & TURNAROUND TIME

The Photographer will edit the photos to match his/her style but also to reflect the Client's brand. The Photographer will allow for one round of amendments/revisions should they be needed.

Please book your photoshoot with adequate turnaround time in mind. Turnaround time for edited photos is approximately 1 week, or 2 weeks during busy periods. The Photographer will always endeavor to have your photos edited before this time and as soon as possible. If you require your photos earlier than 1 week please notify the Photographer as this may not be possible without notice.

## 16. VARIATION / MODIFICATION OF AGREEMENT

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

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## 17. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with English Law.