

Licence for Photography

Photographer Details (hereafter referred to as the 'Photographer')

Name Marian Child Trading as 'Vinehall Studios'	Address Unit 52, Vinehall Business Centre, Vinehall Road, Mountfield, East Sussex. TN32 5JW
Mobile 01424 575085	
Email info@vinehallstudios.co.uk	

Client Responsible for Hiring and Billing (hereafter referred to as the 'Client')

Name .	Billing / Invoicing Address .
Company Name .	
Phone .	
Mobile	
Email .	

Assignment Details (hereafter referred to as the 'Assignment')

Name of Assignment	Photography Start Time .
Assignment Date/Time .	Photography End Time .
Assignment Location/Address .	Additional Information .
	.
Assignment Type .	
Onsite Assignment Contact .	Sole Photographer for the Assignment .

Terms of Licence (hereafter referred to as the 'Usage') ✓

Media Use (please indicate) Artist reference Brochure Catalogue Inserts	Magazine consumer Magazine trade National Press Packaging Point of sale	Poster (less than 10 sq metres) Poster (more than 10 sq metres) Television / Cinema Website – includes social media Other (specify)
Territory UK Single EC Country Continental Europe USA	English language areas Worldwide (internet usage) Other (specify)	
Time Period One year Two years Other (specify) .	Right to credit Yes	

Assignment Package Details (hereafter referred to as the 'Assignment Package')

Package Inclusions (tick) ____ Hrs Photography ____ Hrs Retouching	Package Summary Photography/Video Fee £ Photo Retouching Fee included £ Travel Fee £ £
Other Items	Total Amount Booking Fee £ Outstanding Balance £ Outstanding Balance Due £
Exclusions	Payment Details Cheques made payable to: "Vinehall Studios" BACS: (Santander) Sort Code – 09-01-50 Account 05554527

1. PURPOSE This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous agreements (written and oral) between the parties.

2. COPYRIGHT The entire copyright in the images is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS Title to all images remains the property of the Photographer. When the Licence to Use the material has expired the images must be returned to the Photographer in good condition within 30 days.

4. USE The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images 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 receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form 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 Images for other purposes eg use in relation to another product or sublicensing through a photo library. Permission to use the Images for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Images will be subject to these terms and conditions.

5. EXCLUSIVITY The Client will be authorised to publish the Images to the exclusion of all other persons including the Photographer. However, the Photographer retains the right in all cases to use the Images 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 indicated in the Licence to Use the Photographer shall be entitled to use the Images for any purposes.

6. CLIENT CONFIDENTIALITY The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence 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 commission.

7. 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, trademarks, 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.

8. EXPENSES Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Client or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses shown overleaf as having been agreed or estimated.

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

10. 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.

11. RIGHT TO A CREDIT If the box on the estimate and the licence marked "Right to a Credit" has been ticked the Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box overleaf, 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.

12. ELECTRONIC STORAGE Save for the purposes of reproduction for the licensed use(s), the Images may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

13. RESERVATION Upon your signature, the Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or event cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted Assignment Package. Client understands and agrees that the entire amount owed for the Assignment Package described in the contract is due on the day of the Assignment, or, on the Outstanding Balance Due date (if specified). Client agrees if the balance is not paid by this time, the Photographer will not photograph the Assignment, with a loss of Reservation Deposit by Client and no liability to the Photographer.

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Email: info@vinehallstudios.co.uk

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Mountfield, East Sussex. TN32 5JW

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14. PRE-ASSIGNMENT CONSULTATION The parties agree to a pre-assignment consultation before the Assignment in order to finalise the actual shooting times, locations, and Client's request list (in writing) for specific images. The Client will be responsible for, or have someone designated, to identify people (or objects) of which specific images are desired. The Photographer will not be held accountable for not photographing desired subjects if there is no one to assist in identifying said subjects.

15. SHOOTING TIMES / ADDITIONS The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. The Client and the Photographer agree that cheerful co-operation and punctuality by all members of the Assignment staff are therefore essential to that purpose. Shooting commences at the scheduled start time agreed by both parties. Should additional photography and/or travel time, that is not included in the agreed package, be requested by the Client, it will be charged out at the rates specified in the Assignment Package, rounded to the nearest hour.

16. LOCATION RULES The Photographer is limited by the guidelines of assignment officials and/or assignment location site management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer will offer technical recommendations only.

17. DIGITAL NEGATIVES, PRINTS AND COPYRIGHTS The images, digital negatives or prints produced by the Photographer are protected by International Copyright Law (all rights reserved) and the Photographer retains the copyright to all photos and images produced. The Client may receive a copy of the digital images on disc, if it has been agreed upon as part of the Assignment Package. If so, the Client may reproduce any photos in the manner agreed. However, the Client agrees to obtain written permission from the Photographer prior to the Client (or its assigned agents) publishing or selling the images for profit.

18. MODEL RELEASE The Client hereby grants to the Photographer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish images of the Assignment, its guests, attendees, and officials for editorial, trade, advertising, stock, commercial and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said images.

19. EXCLUSIVITY / GUEST PHOTOGRAPHY If the Photographer is the sole professional photographer at the Assignment (as specified in the Assignment Details), it is understood that the Photographer will be the only one allowed to photograph the event. In which case, amateur photographers may take photos during the event if they do not interfere with the contracted Photographer and are not shooting the Photographer's same posed shots. If a problem arises with any guest or attendee(s) the Onsite Assignment Contact will be advised to handle the situation politely for the Photographer by enforcing the conditions of this agreement.

20. CO-OPERATION OF GUESTS AND OTHER SERVICE PROVIDERS The Client is responsible for the conduct of the guests. Co-ordination with other service providers may be necessary to complete all the photography as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the Assignment should be planned to make the best use of time for all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will the Photographer share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the images taken and increase the number of photos that must be created. If the Client is unable to control the conduct of the guests or if the conduct of any of the Assignment damages any of the equipment of the Photographer, it will result in the early or immediate departure of the Photographer. The Client understands that in such an event, no refund will be given.

21. COMPLETION SCHEDULE The Client agrees that no part of the Assignment Package, including previews (if any) will be delivered until the Outstanding Balance is paid in full. Digital processing takes approximately one (1) week and prints/reproductions/enlargements one-two (1-2) weeks, and possibly longer when print-processing schedules are heavy. A digital proof album will be given to the Client no more than fourteen (14) days after the Assignment, in the form of an Online Photo Gallery, or other medium, assuming the Outstanding Balance has been paid.

22. PAYMENTS The Client agrees that the Reservation Deposit is required at the time of signing the contract and the Outstanding Balance is due on the day of the Assignment, or on the Outstanding Balance Due date in the Assignment Package Summary, if specified.

23. PENALTY FEES AND CHARGES There is a £20.00 charge for payments returned by the bank for any reason. 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.

24. RIGHT OF WITHDRAWAL The Photographer's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non co-operation; changes of locations, facilities or times available; missed appointments; bad or returned cheques, or late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, £ 50.00 an hour is billed for all photography services already provided, and for all other services, consultations, and all travel time, rounded up to the nearest half-hour. If the Photographer withdraws -- the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned cheques).

25. LIMIT OF LIABILITY In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. The Photographer will make every effort to secure a skilled replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the Assignment Package. The Photographer takes the utmost care with respect to exposure, transportation, and processing the images including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those images have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

26. NON-GUARANTEE Although every possible care will be taken to produce images of all important and special moments during the Assignment, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined images due to guests' (or any other) flashes; or any other ruined images due to any other cause in or outside of the Photographer's control.

27. PERFORMANCE The performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

28. SEVERABILITY If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

29. AMENDMENTS This contract has been freely negotiated and shall be recognised as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognised as amendments to this contract.

30. REPRINT ORDERS If a disc of the digital photos is not part of the agreed Assignment Package, reprints (or additional prints) of photos and other products may be ordered by the Client, through the Photographer, or Online Photo Gallery, if included in the package, at listed prices.

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

Agreement Declaration

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed by the Client

Signature: _____ Name: _____ Date: _____

Signed by the Photographer

Signature: _____ Name: Marian Child Date: _____

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