



PORTRAIT CONTRACT

To the photographer: Marian Child

Phone: 01424 575085

Of: Vinehall Studios, Vinehall Business Centre, Vinehall Road Mountfield, East Sussex. TN32 5JW

Client Name/s: _____
_____ (name/s)

Address: _____

Phone: _____ **Mobile phone:** _____

Email: _____

Photographs taken on _____ **at** _____

Persons to be Photographed (Please indicate under 18 year olds by listing age and date of Birth)

Terms and conditions:

- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Digital files and previews shall remain the exclusive property of this Studio/Photographer.
- Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer illness or of scheduling conflicts. In the event of the such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be competent and professional
- If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike or act of God, or other cause beyond the control of parties, or due to Photographer's illness or emergency, then the Photographer shall return any booking fee to the Client but shall have no further liability with the respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of all monies paid.
- Client is aware that colour dyes in photography may fade or discolour over time due to inherent qualities of days, and the Client releases the Photographer from

any claims whatsoever based upon fading or discolouration due to such inherent qualities.

- The charges in this Contract are based on the Studio's Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF COPYRIGHT. It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Studio's/Photographers permission and violators of this is against the law and will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties and is governed by the laws of the UK. Any modifications of the Contract must be in writing and signed by both parties.

I have read and understand this agreement and agree to be bound by them.

Signed: _____ **Date:** _____

If the client is under 18 years of age, a parent or legal guardian must sign:

Parent/guardian: _____ **Date:** _____

Address: _____

_____ **Phone:** _____