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PHOTOGRAPHER TERMS AND CONDITIONS – BUSINESS CLIENTS

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert the name and address of the organisation or person undertaking the assignment], ("the Photographer")

AND

[Insert the name and address of the organisation commissioning the assignment], ("the Client")

1. Interpretations

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. Outline of Agreement

This Agreement details the terms and conditions agreed between the parties for the photographic and/or video assignment hereinafter known as the "Assignment" for the Client such work to be undertaken by the Photographer.

3. Detailed Assignment Specification

3.1 The parties have agreed a detailed Assignment specification as defined in

Schedule One of this Agreement.

3.2 Any amendments proposed to this Assignment specification must be made in writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

3.3 If such proposed amendments incur additional expense the Photographer is entitled to seek further payment to cover such expense.

4. Fees

The Client will pay the agreed fees to the Photographer on completion and delivery of the Assignment work to the Client, completed according to the Assignment specification detailed in Schedule One of this Agreement. The Photographer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) (where applicable) at the prevailing rate according to the terms of payment detailed on the invoice.

5. Expenses

5.1 The Client will pay the expenses incurred by the Photographer during the Assignment, including, but not limited to the following: the hiring of any required venue or location, shipping costs for all equipment, (including any products or props used), travel and accommodation costs for the Photographer, staff, (and where used models & extras), all related travel insurance, (both personal and property) and such other reasonable expenses directly related to the Assignment.

5.2 The Client will also pay all associated post-production costs, including editing, retouching, sound, effects, production of variations for different uses and/or markets etc.

5.3 The Photographer will inform the Client in writing in advance if significant expenses not covered by paragraph 5.1 above have to be incurred during the Assignment.

6. Delivery & Backup

6.1 The Photographer will deliver the completed Assignment to the Client by way of USB storage device, CD or such other data storage method as selected by the Photographer.

6.2 The Photographer will retain a backup copy of all the associated files for at least 12 months and make such copies available when requested by the Client for a separate fee.

7. Assignment Release

7.1 On delivery of the completed Assignment the Client will complete, sign, date and return to the Photographer the Photographer's standard Assignment Release Form.

7.2 The Assignment Release Form will release the Photographer from undertaking further work related to the Assignment. The Photographer may however undertake additional work as requested by the Client either directly or indirectly related to the completed Assignment. Such work to be undertaken under the standard terms of business of the Photographer.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

8. Confidentiality

9. Credits and Publicity

10. Intellectual Property Rights

11. Warranties and Guarantees

12. Exclusions

13. Indemnities

14. Complaints

15. Arbitration

16. Cancellation

17. Termination

18. Notices

19. Force Majeure

20. Joint Venture or Partnership

21. Non-Solicitation

22. Waiver

23. Assignment

24. Severance

25. Entire Agreement

26. Jurisdiction

SCHEDULE ONE

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PHOTOGRAPHER TERMS AND CONDITIONS – CONSUMER CLIENTS

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert the name and address of the organisation or person undertaking the assignment], ("the Photographer")

AND

[Insert the name and address of the person or persons commissioning the assignment], ("the Client")

1. Interpretations

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the

plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. Outline of Agreement

This Agreement details the terms and conditions agreed between the parties for the photographic and/or video assignment hereinafter known as the "Assignment" for the Client such work to be undertaken by the Photographer.

3. Detailed Assignment Specification

3.1 The parties have agreed a detailed Assignment specification as defined in Schedule One of this Agreement.

3.2 Any amendments proposed to this Assignment specification must be made in writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

3.3 If such proposed amendments incur additional expense the Photographer is entitled to seek further payment to cover such expense.

4. Fees

The Client will pay the agreed fees to the Photographer on completion and delivery of the Assignment work to the Client, completed according to the Assignment specification detailed in Schedule One of this Agreement. The Photographer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) (where applicable) at the prevailing rate according to the terms of payment detailed on the invoice.

5. Expenses

5.1 The Client will pay the expenses incurred by the Photographer during the Assignment, including, but not limited to the following: the hiring of any required venue or location, and such other reasonable expenses directly related to the Assignment.

5.2 The Client will also pay all associated post-production costs, including editing, retouching, sound, effects, production of variations for different uses etc.

5.3 The Photographer will inform the Client in writing in advance if significant

expenses not covered by paragraph 5.1 above have to be incurred during the Assignment.

6. Delivery & Backup

6.1 The Photographer will deliver the completed Assignment to the Client by way of USB storage device, CD or such other data storage method as selected by the Photographer.

6.2 The Photographer will retain a backup copy of all the associated files for at least 12 months and make such copies available when requested by the Client for a separate fee.

7. Assignment Release

7.1 On delivery of the completed Assignment the Client will complete, sign, date and return to the Photographer the Photographer's standard Assignment Release Form.

7.2 The Assignment Release Form will release the Photographer from undertaking further work related to the Assignment. The Photographer may however undertake additional work as requested by the Client either directly or indirectly related to the completed Assignment. Such work to be undertaken under the standard terms of business of the Photographer.

**Sample document – the remaining are clause headings only
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8. Confidentiality

9. Credits and Publicity

10. Intellectual Property Rights

11. Warranties and Guarantees

12. Exclusions

13. Indemnities

14. Complaints

15. Arbitration

16. Cancellation and Cooling Off Period

17. Termination

18. Notices

19. Force Majeure

20. Waiver

21. Assignment

22. Severance

23. Entire Agreement

24. The Consumer Rights Act 2015

25. Your Statutory Rights

26. Jurisdiction

SCHEDULE ONE

CONSUMER CANCELLATION NOTICE

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