

BEYOND THE LENS

Appendix

Published by The Association of Photographers Limited
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This book is intended as a guide for those people involved in photography and it is not intended to take the place of legal advice. The authors, publisher and consultants can take no responsibility for the consequence of any reliance placed on its contents.

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*Reproduced courtesy of Getty Images

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AGENT/PHOTOGRAPHER AGREEMENT

Agreement dated between (hereafter called The Agent) and (hereafter called The Photographer).

Territory

The Agent will represent The Photographer in the following geographical areas:

Field of Photographer

The Agent will represent The Photographer in the following fields of work:

Responsibilities

The Agent will:

- a) solicit photographic assignments on behalf of The Photographer;
- b) negotiate contracts and fees with the client as agreed with The Photographer;

The Photographer will:

- a) provide a portfolio of work to a standard agreed by both parties;
- b) update and replace work in the folio as necessary.

Responsibility for collection, storage and mounting of published work/tear sheets for the portfolio, shall be with the Agent/Photographer*.

Accounting

- The Agent/Photographer* is responsible for estimates, VAT invoices, and licences on Agent/Photographer* letterhead.
- VAT invoice to client to be raised by The Agent/Photographer*, promptly on completion and acceptance of the commission.
- Payment to The Photographer, less commission, to be made 5 days after receipt and clearance of the client's cheque/Commission payment to Agent to be made*
- Statements of account to be sent on a monthly basis and outstanding debts chased by The Agent/Photographer* on a regular basis.
- The Agent/Photographer* will keep an accurate and up to date book of accounts which can be checked on demand by The Agent/Photographer.
- Copies of orders, estimates, invoices and licenses to be kept by both parties.
- VAT returns, accountant and auditing fees are the responsibility of the Agent/Photographer*.

House Accounts

The following are live client accounts held by The Photographer at the date of this agreement, on which no commission is due to The Agent unless otherwise agreed as, and when, future commissions are negotiated:

.....
.....
.....
.....

Commission Structure/Calculation

- Commission is payable to The Agent at% of The Photographer's fee (excluding expenses) on jobs solicited and confirmed by The Agent.

continued/..

- Commission is payable to The Agent at% of The Photographer's fee (excluding expenses) on jobs solicited and confirmed by The Photographer, but not on the above House Accounts.
- The fee shall be deemed to be the balance of the invoice (excluding VAT) after actual expenses are deducted.
- Commission is payable to The Agent at% on re-usage fees of work originally solicited and confirmed by The Agent.
- The Photographer reserves the right to refuse work solicited by The Agent.
- Commission shall not be payable if for whatever reason any work is not completed.

Promotional/Portfolio Costs

- Promotional material and advertising costs will be borne by:
- Content of promotional and advertising material shall be to a standard agreed by both parties.

Expenses

Travel, telephone, office administration, entertainment, delivery and general business expenses incurred by The Agent will be paid by The Agent.

Insurance

The Agent/Photographer* confirms that, as of the date of this agreement, insurance to cover the portfolio and its contents to the sum of £..... is now in effect and will be maintained throughout the term of this agreement.

Termination

This agreement shall terminate 30 days after receipt of written notice of termination given by either party, subject to the following provisions:

On termination of this agreement by either The Agent or The Photographer:

- The Agent will receive commission of% on work in progress or previously arranged.
 - The Agent will receive commission of% for a period of months from the date of termination on work received by The Photographer from clients previously solicited on his/her behalf by The Agent.
 - The Agent will for a period of months from the date of termination, pass on all enquiries from past or future clients to The Photographer or the new agent.
- Throughout the term of this agreement, the portfolio remains the property of The Photographer and will be returned into his/her possession immediately on termination.
 - The relationship between The Photographer and The Agent shall be that of principal and agent, and nothing contained herein shall constitute this arrangement a joint venture or partnership. The Agent shall not acquire any rights in any of The Photographer's work.
 - This agreement constitutes the entire understanding between the parties and no modifications shall be of any force and effect unless made in writing and signed by both parties.
 - This agreement is governed by the laws of England and Wales, to the non-exclusive jurisdiction of whose courts the parties submit.

Signed

..... On behalf of The Agent

..... On behalf of The Photographer

** delete as appropriate*

THE ASSOCIATION OF PHOTOGRAPHERS 1993

COMMISSION ESTIMATE

The Agency :	Photographer's Name :
	Agent/Rep :
	Photographer's Ref. No. :
	Date :
The Advertiser :	Art order No :
	Product :

Job Description :

Media use/period of use/territory : **Right to a Credit**

Exclusivity period : Term of the licence plus _____ years (Subject to clause 5 overleaf)

Fees :

Commission fee	
Pre/post production fee	
Other (specify)	
Base Usage Rate	
Total fees	

Expenses :

Film Processing & Polaroid	
Prints	
Location services	
Travel	
Subsistence	
Production co-ordination/Assistants	
Stylist	
Make-up/Hair	
Set build	
Props/Wardrobe	
Studio hire	
Equipment hire	
Models/Casting (billed direct?)	
Rush charges/Overtime	
Special insurance	
Messenger/Delivery	
Miscellaneous	
Total Expenses	

IMPORTANT NOTE: The terms and conditions printed on pages 182, 183 or 184 should appear on the reverse of this form. Make sure you use the terms relevant to your country of residence i.e. England and Wales, Scotland or Eire.

ESTIMATE TOTAL (exc. VAT)

Contingency _____ % of ESTIMATE TOTAL (exc. VAT)	
Advance required before shoot commencement (exc. VAT)	

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ABOVE AND OVERLEAF.
UNDER CLAUSE 4 OVERLEAF, NO USE MAY BE MADE OF THE PHOTOGRAPHS UNTIL THE INVOICE IS PAID IN FULL.

COMMISSION INVOICE

The Agency :	Photographer's Name :
	Agent/Rep :
	Photographer's Ref. No. :
	Date :
The Advertiser :	Art order No :
	Product :

Job Description :

Media use/period of use/territory :

(for full details see attached 'Licence to Use' No. _____)

Fees :

Commission fee	
Pri/post production fee	
Other (specify)	
Base Usage Rate	
Total fees	

Expenses :

Film Processing & Polaroid	
Prints	
Location services	
Travel	
Subsistence	
Production co-ordination/Assistants	
Stylist	
Make-up/Hair	
Set build	
Props/Wardrobe	
Studio hire	
Equipment hire	
Models/Casting (billed direct?)	
Rush charges/Overtime	
Special insurance	
Messenger/Delivery	
Miscellaneous	
Total Expenses	

IMPORTANT NOTE: The terms and conditions printed on pages 182, 183 or 184 should appear on the reverse of this form. Make sure you use the terms relevant to your country of residence ie. England and Wales, Scotland or Eire.

Sub-total	
VAT	
TOTAL COST	
Less Advance Paid	
TOTAL AMOUNT DUE	

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ABOVE AND OVERLEAF.
UNDER CLAUSE 4 OVERLEAF, NO USE MAY BE MADE OF THE PHOTOGRAPHS UNTIL THE INVOICE IS PAID IN FULL

LICENCE TO USE

Granted to (The Agency) :

Photographer's Name :

Agent/Rep :

Photographer's Ref. No. :

Date :

Art order No :

The Advertiser :

Product :

Description of photograph/s covered by the licence:

Terms of the licence :

Media Use

Artist reference

Brochure

Catalogue

Inserts

Magazine consumer

Magazine trade

National press

Packaging

Point of sale

Poster (less than 10sq metres)

Poster (more than 10sq metres)

Television/Cinema

Test

Other (specify) : _____

Territory :

UK

Single EC Country

Continental Europe

USA

English language areas

Worldwide

Other (specify) : _____

Time Period

One year

Two years

Other (specify) : _____

IMPORTANT NOTE: The terms and conditions printed on pages 182, 183 or 184 should appear on the reverse of this form. Make sure you use the terms relevant to your country of residence i.e. England and Wales, Scotland or Eire.

Right to a credit

Exclusivity Clause

I confirm that subject to clause 5 overleaf I shall not publish or supply the material to any other person for publication during the term of the licence plus _____ years, without the express permission of the Agency or the Advertiser.

I confirm that the Agency and the Advertiser are hereby licensed to reproduce and publish the Photographs, for the above purposes, territories and time period, on the terms and conditions set out overleaf.

Under clause 4 overleaf, no use may be made of the Photographs until the invoice has been paid in full.

Signed : _____ Date : _____

TERMS AND CONDITIONS [England & Wales]**1. DEFINITIONS**

For the purpose of this agreement "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Advertiser" shall be interpreted as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs 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 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 Agency 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 Photographs for other purposes eg use in relation to another product or sublicensing through a photolibrary. Permission to use the Photographs 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 Photographs will be subject to these terms and conditions.

5. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, 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 indicated in the Licence to Use the Photographer shall be entitled to use the Photographs 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 Agency and the Advertiser 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 Agency 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. PAYMENT

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. 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.

9. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency 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.

10. REJECTION

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

11. 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.

12. 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.

13. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs 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.

14. APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales

15. VARIATION

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

NOTE : For more information on the commissioning of photography refer to Beyond the Lens produced by the AOP.

TERMS AND CONDITIONS [Scotland]**1. DEFINITIONS**

For the purpose of this agreement "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Advertiser" shall be interpreted as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs 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 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 Agency 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 Photographs for other purposes eg use in relation to another product or sublicensing through a photolibrary. Permission to use the Photographs 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 Photographs will be subject to these terms and conditions.

5. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, 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 indicated in the Licence to Use the Photographer shall be entitled to use the Photographs 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 Agency and the Advertiser 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 Agency 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. PAYMENT

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. 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.

9. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency 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.

10. REJECTION

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

11. 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.

12. 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.

13. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs 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.

14. APPLICABLE LAW

This agreement shall be governed by the laws of Scotland

15. VARIATION

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

NOTE : For more information on the commissioning of photography refer to Beyond the Lens produced by the AOP.

TERMS AND CONDITIONS [Eire]**1. DEFINITION**

For the purpose of this agreement "the Client" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no intermediary), all references in this agreement to "the Client" shall be interpreted as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs 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 all sums due by the Client to the Photographer for use of the Licence. No use may be made of the Photographs before payment in full of all sums due 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 Client 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 Photographs for other purposes eg use in relation to another product or sublicensing through a photolibrary. Permission to use the Photographs for purposes not agreed must be sought and 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 Photographs will be subject to these terms and conditions.

5. EXCLUSIVITY

The Client will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, 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 indicated in the Licence to Use the Photographer shall be entitled to use the Photographs 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, 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.

8. PAYMENT

Payment by the Client shall be within 30 days of the date of the Photographer's invoice and in default of payment interest shall be charged on all sums due from the 31st day of the date of the Photographer's invoice at the rate of 8% per annum until payment is received in full.

9. 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.

10. REJECTION

The Client may not reject a photograph on the basis of style or composition unless he pays a fee acceptable to the Photographer.

11. 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.

12. 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)

13. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs 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.

14. APPLICABLE LAW

This agreement shall be governed and construed in accordance with the laws of Ireland. Both parties submit to the non-exclusive jurisdiction of the courts of Ireland.

15. VARIATION

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

NOTE : For more information on the commissioning of photography refer to Beyond the Lens produced by the AOP.

ASSISTING PHOTOGRAPHER'S INVOICE		No. _____
Date :	Ref No. :	
Photographer :		
Address :		
Client/Job Reference :		
Fee for Photographic Services :		
Job Date/s:		
		Total Fee _____
Expenses (specify) :		
		Total Expenses _____
		Subtotal _____
		VAT _____
TOTAL AMOUNT DUE		_____
Payable to :		
Assisting Photographer :		
Address :		
Schedule D No. :		VAT Reg. No. :
Payment due on completion of shoot subject to guidelines issued by The Association of Photographers Ltd		

ASSISTING PHOTOGRAPHER TERMS & CONDITIONS

Bookings

Bookings are usually verbal and both photographer and assistant should understand if the work is provisional or confirmed.

On confirmation the following should be agreed:

- Dates, start times, and daily hours
- Venue and travel arrangements
- Special requirements (clothing, equipment knowledge, etc.)
- Fee
- Expenses and overtime (where appropriate)
- Weather contingency for location work
- Possible overlaps with assistant's other confirmed jobs
- Invoicing details (invoice client or photographer?)
- Contact names and numbers

If an assistant has a provisional booking with another photographer, that photographer must be given the option to confirm before another booking is accepted.

Cancellation and Postponement

Cancellation by an assistant is not acceptable without unavoidable reason, e.g. illness, and the substitution of another assistant must not be made without the photographer's prior knowledge and consent. The photographer has the right to approve any replacement before commencement of the shoot.

Where a booking is confirmed which may overlap a previously confirmed job, the photographer must be informed immediately and given the option to book another assistant.

Cancellation fees for freelance assistants are only payable for confirmed bookings, although once the booking is confirmed, an assistant should not be cancelled unless the job itself is cancelled. Freelance assistants should be regarded as chargeable items, and therefore covered by expenses when the photographer is charging the client a cancellation fee. In the case of a postponement, where a new date is given and confirmed, fees may become payable to cover costs and inconvenience, by mutual agreement between the photographer and assistant.

Fees and Payment

Fees

These are charged at a daily rate. A normal day is any 9-hour period worked between 7am and 9pm, and rates are dependant on knowledge, experience, and the type of work the photographer is doing, e.g. advertising or editorial. Overtime may be charged for weekends, public holidays and in addition to the standard 9 hours, at a rate previously agreed with the photographer.

Payment

Payment should be made at the end of the shoot unless otherwise agreed at the time of booking. If immediate payment is not agreed, then credit terms of 30 days should be the maximum given. Assistants should give an invoice clearly stating the following:

- Assistant's name, address, and Tax Schedule D Number (where applicable)
- Shoot/booking dates
- Assistant's invoice number
- Photographer's name and order number
- Client/Agency/Product
- Fee
- Expenses itemised
- Total owed
- Payment terms
- VAT number (if registered)

All expenses incurred on behalf of the photographer or client should be agreed in advance and are payable immediately the shoot is completed. Fees and mileage for the use of an assistant's car should be agreed at the time of confirmation.

Location Work

The photographer is responsible for the cost of accommodation and meals whilst on location, but personal expenses (e.g. telephone calls) are the responsibility of the assistant. Medical and travel insurance should be discussed with the photographer before the shoot begins.

Weather-permitting bookings should be agreed with the assistant at the time of confirmation, but postponement due to bad weather will result in the assistant, as a photographer's expense, being paid 50% of the fee. The photographer or the client may have weather insurance to cover these events.

Delivery Note

**This delivery note does not constitute a right to use
PLEASE KEEP ON FILE**

These images have been sent on loan. Discrepancies should be advised immediately. Images must be returned, or reproduction licence agreed, by the Date for Return below.

Delivery note number

Client

Address

Date

Return Date

Contact

Service Fee £ will be separately invoiced

Telephone

Method of despatch

Fax

Email

PLEASE READ OUR TERMS AND CONDITIONS OVERLEAF

Details of Reproduction licences and Rights to store, transmit or reproduce these images in any electronic form must be agreed before any use is made of the Images.

SAMPLE ONLY: Duplicate pads of 50 Delivery Note forms are available to purchase from The Association of Photographers - www.the-aop.org.

Total Number of Transparencies Total Number of Prints Total Number of Digital Images

Please sign and return one copy to acknowledge safe receipt.

Signature:..... Date:.....

Fee for loss or damage of (see 7 over):

an original	£	Reproduction without a credit	50% extra
a print	£	Rental fee per week, per image (see 5 over)	£
duplicate	£	Cost of mount replacement (see 7 over)	£
of a specified loan as detailed above	£	Layout fee if security seal is broken	£

THE PICTURES LISTED ABOVE HAVE BEEN DELIVERED AT THE CLIENT'S REQUEST

1. Any client who has not previously dealt with us on the terms and conditions set out overleaf and who does not wish to accept such terms and conditions must return all the Images immediately, properly packed, by any means affording proof of delivery and insured to the relevant level of compensation cover. The client shall be deemed to have accepted our terms and conditions if all the Images are not returned within five days of their receipt.
2. Any client who has previously dealt with us on the terms and conditions set out overleaf will be deemed to have accepted them by virtue of having made the request for the Images referred to above.

TERMS AND CONDITIONS OF SUBMISSION AND REPRODUCTION OF IMAGES

**"We and/or "Us" means the picture supplier named overleaf.
"You" means the person or entity named as client overleaf.
You will be deemed to have accepted these terms and conditions unless you notify us to the contrary and return all the Images to us within 5 days of receipt.
No variation of these terms or conditions shall be effective unless agreed in writing.**

"Image" means any item which may be offered for the purposes of reproduction (including where appropriate a Digital Image).

Supply Of Images

- 1) The Images are submitted on loan at your request, on approval only. Our delivery note lists the Images delivered to you, which shall be deemed to have been received complete and in good condition, unless we receive notification of any discrepancy or damage within 48 hours of receipt.
- 2) Images belong to us. They are your responsibility from the time we despatch them until we receive them back. You are urged to take out insurance to cover the total value of the Images delivered.
- 3) You must pay a non-refundable service fee to cover administrative costs and despatch of Images on each submission and resubmission of Images whether or not reproduction rights are required or granted. We will deliver Images to you by the most appropriate safe method which affords proof of delivery, and may invoice you for the delivery costs.

Supply of Images in transparency or printed format

- 4) "Return Date" is the date by which the Images must be returned as specified on the delivery note or licence. If no date is specified, the Return Date shall be four weeks from the date of the delivery note.
- 5) You must pay the rental fee specified in the delivery note until we receive the Images back. Payment of the rental fee does not entitle you to retain any Image after its Return Date.
- 6) You must return Images to us by a safe method which affords adequate protection for Images in transit. You must send a delivery note detailing and totalling the returned Images and must send a copy of that note by separate post, fax or email.
- 7) You must immediately notify us in writing of any loss or damage. You must pay us compensation for each Image lost or damaged at the rate specified on the delivery note which are a genuine pre-estimate of the loss which we will suffer. Any Image returned without its mount or with its caption or other mount data missing or defaced, may incur a replacement charge at the rate set out in the delivery note. Payment of compensation does not entitle you to any additional rights in the material. An Image subsequently found must be returned immediately. If it is undamaged you will be credited with any compensation paid less a rental fee at the rate set out in the delivery note from the Return Date to the date the Image is returned. Such credit will never be less than 20% of any compensation paid.

Licence for Use of Images

- 8) The reproduction by whatever means of the whole or any part of any Image (including, without limitation, slide projection, artist's reference, artist's illustration, layout or presentation of Images) is strictly forbidden without our specific written permission. You must inform us of your proposals as to when and how an Image is intended to be used. We will then consider whether we would wish to grant a licence and, if so, on what terms.
- 9) No reproduction rights are granted by virtue of delivery of Images unless expressly indicated. Your right to reproduce an Image arises only if (a) licence terms are agreed and (b) our invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice or outside the terms of any licence constitutes an infringement of copyright and also a breach of this Agreement entitling us to rescind and claim damages. You must indemnify us in respect of any claims, damages, costs or expenses we incur arising from any reproduction of any Image supplied to you.
- 10) You must satisfy yourself that all necessary rights, model releases or consents which may be required for reproduction are obtained and that the use of any image is not obscene, indecent, libellous or unlawful. We make no claim or warranty with regard to your use of content, names, text, people, trademarks or copyright material depicted in any Image and you will indemnify us in respect of any claims, damages, costs or expenses we incur arising from the use of any Image supplied to you.
- 11) Reproduction rights (if granted), unless otherwise agreed in writing are
 - a) subject to these terms and conditions and any terms and conditions set out in the delivery note and licence,
 - b) non-exclusive reproduction rights for single use only in the United Kingdom. A single use means a reproduction in one size for one edition of a single publication, published in one language only,
 - c) strictly limited to the use, period of time and territory stated in the licence,

- d) personal to you and not assignable by you to any third party.

- 12) If we agree that you may license the use of any Image to any third party, you shall enter into an agreement with such third party to ensure that they are bound by licence terms restricting printing, copying, networking, multiple access or other use of the Images to personal use only, forbidding the assignment, resale, rental and lending of the Image and ensuring that credit is given to us and the author.
- 13) You must credit us and the author as specified by us every time an Image is used. If you fail to credit the Image an additional 50% of the original licence fee will be payable.
- 14) Images shall not be altered or manipulated, added to, or have any part deleted without our prior written consent.
- 15) You must provide us on publication with at least one complimentary copy of any publication in which the reproduction of the Image appears.

Digital Use of Images

- 16) You acknowledge that Images are our valuable property, as are any digital images created from the Images ("Digital Images").
- 17) You may not create, store or transmit Digital Images without our permission except so far as is incidentally and wholly necessary to the process of producing items licensed by us. If permission is granted the following conditions apply:
- 18) Each Digital Image created by you shall be recorded and labelled with the Image reference number used by us and our copyright credit information as an integral part of the image file, and held on an electronic database under your sole possession and control.
- 19) Unless otherwise agreed, any Digital Image you create must not be greater in size than 6144x80 pixels, 72ppi. Any use of the Digital Images shall be in a format designed so that it will not be possible to alter, manipulate or adapt any image in any way during the normal course of using the product.
- 20) You must destroy all Digital Images including any pre-press or pre-production copies of the Images and any copies or records of the Images held in a database within 90 days of the date of receipt of the Images or completion of the maximum production run, or expiry of the licence term, whichever is later.

Miscellaneous

- 21) While we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or by any third party arising from use or reproduction of any Image or its caption. Damages for any other breach shall be limited to the licence fee paid by you.
 - 22) You must pay our invoice within 30 days of issue. However in the case of newspaper, periodical and broadcasting use only, if we agree in advance, you may pay by the end of the calendar month immediately following publication or use, or within six months of the issue of our invoice, whichever is sooner.
 - 23) If you do not pay in accordance with these terms then we may at our option rescind this Agreement and recover damages, or charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.
 - 24) Any licence granted will terminate immediately if you (a) die, (b) enter into voluntary or compulsory liquidation; (c) have a receiver appointed; or (d) fail to perform any of your obligations under these Terms and Conditions within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.
 - 25) Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any Image shall vest in us and you hereby assign all such rights arising to us.
 - 26) Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.
 - 27) Should any disagreement arise between us, we shall, if we both agree, first try to settle it by a mediation procedure recommended by the BPLC.
 - 28) These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit the jurisdiction of the English courts, such jurisdiction to be exclusive, save for infringement of copyright or non payment of our invoices where it will be non-exclusive. However if our business address specified overleaf is in Scotland then these terms and conditions shall be governed by the laws of Scotland and the parties agree to submit to the jurisdiction of the Scottish courts, such jurisdiction to be exclusive, save for infringement of copyright or non payment of our invoices where it will be non-exclusive.
- © Copyright 2001 British Photographers' Liaison Committee/Finers Stephens Innocent As agreed by BAPLA, AOP, NUJ, MPA and the BFP.

STANDARD RELEASE FORM

Photographer: _____ Agency/Client: _____
 Model/s: _____ Art Order No.: _____
 Product: _____ Brand Name: _____
 Date/s: _____ Hours Worked: _____

For valuable consideration received *I/we hereby grant the *photographer/agency/client, and any licensees or assignees, the absolute right to use the photograph(s) and any other reproductions or adaptations, from the above mentioned photographic shoot, but only for the product or brand name specified above, solely and exclusively for:

Media

Advertising - national press	Brochure
Advertising - trade press	Point of Sale
Editorial - consumer press	Inserts
Editorial - trade press	Poster _____ (specify)
Editorial - national press	Packaging
Catalogue	Television/Cinema/Video
Test/personal/portfolio (not for commercial use)	Full library use
Other _____ (specify)	

Territory

UK	English language areas (book publishing)
Single EC country _____ (specify)	Worldwide
Continental Europe	Other _____ (specify)
USA	

Period of Use

One year
 Two years
 Other _____ (specify)

SAMPLE ONLY: Duplicate pads of 50 Model Release forms are available to purchase from The Association of Photographers - www.the-aop.org.

For specific restrictions/conditions/agreements see attached.
Electronic rights must be negotiated separately.

*I/We understand that the image shall be deemed to represent an imaginary person unless agreed otherwise, in writing, by my agent or myself.

*I/We understand that I/we have no interest in the copyright, nor any moral rights, in the photograph.

**I am over 18 years of age.

Name of *model/model agency : (print) _____

Signature of *model/model agency : _____ Date : _____

****Parent/guardian or model agency must sign for models under 18 years of age**

In accepting the above release it is the responsibility of the *photographer/agency/client not to use or authorise the use of the material except for the above media, territories and time periods. Further usage must be negotiated and agreed beforehand, in writing, with the *model/model agency.

**Delete as appropriate*

**ISSUED IN 1995 BY THE ASSOCIATION OF PHOTOGRAPHERS LTD,
 THE ASSOCIATION OF MODEL AGENTS AND THE INSTITUTE OF PRACTITIONERS IN ADVERTISING**

MODEL AGREEMENT AND RELEASE

For good and valuable consideration of _____,

The undersigned Model ("I") hereby grant the undersigned Photographer ("Photographer") permission to photograph me. I further give my irrevocable consent to Photographer and his/her direct or indirect licensees and assignees to publish, republish or otherwise transmit the images of myself in any medium for all purposes throughout the world. I understand that the images may be altered or modified in any manner. I hereby waive any right that I may have to inspect and approve a finished product or the copy that may be used in connection with an image that the Photographer has taken of me, or the use to which it may be applied. I further release the Photographer and his/her direct or indirect licensees and assignees, from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images. I agree that the law of England will apply to this release.

I certify that I am at least 18 years of age and have the full legal capacity to execute this authorization.

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EG POLAROID,
DRIVERS LICENSE,
PRINT, PHOTOCOPY
ETC.

MODEL

Signature: _____

Print Name: _____

Date: _____

Address: _____

Model's Ethnicity (optional) _____

Model's Union Representation _____ /# _____

PHOTOGRAPHER

Signature: _____

Print Name: _____

Date: _____

Shoot Description: _____

*Getty Images Model Agreement and Release
Adult Short - November 2001*

MODEL AGREEMENT AND RELEASE

MODEL/SHOOT DETAILS

Model/Agency Address: _____

Model/Agency Phone Number _____

Model's Date of Birth _____

Model's Social Security/N.I. Number _____

Model's Union Representation _____ /# _____

Model's Ethnicity (optional) _____

Date of Shoot: _____ Job/Shoot Reference: _____

Brief Description of Shoot (Clothes, Setting, Poses, etc.): _____

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ETC.

THIS MODEL AGREEMENT AND RELEASE ("Agreement") is dated _____, 20____ and is between the undersigned photographer ("Photographer") and the undersigned model ("Model"). Agreement as follows:

1. **Grant.** For good and valuable consideration of _____, Model hereby gives, grants and assigns to Photographer, and its licensees and assigns: The right, consent and permission for any purpose to take, use, reuse, publish, republish, copy, reproduce, create digitized images of, adapt, distribute, transmit, broadcast, display, exhibit, project, modify, distort, change and otherwise make use of Model's appearance, likeness and form. Photographer and its licensees and assigns shall have the right to exercise such rights with Model's appearance, likeness and form alone, or with other materials including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, by any means, methods and technologies now known or hereafter to become known. Photographer and its licensees and assigns shall have the right to embody Model's appearance, likeness and form, alone or with other materials, in any computer-readable, print, broadcast or other media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer-readable electronic, magnetic, film, digital laser or optical-based media, and any other human or machine readable media. Photographer and its licensees and assigns shall have the right to use Model's appearance, likeness and form, without limitation, in connection with the creation, development, production, manufacture, packaging, distribution, promotion. Model represents and warrants that Model is of legal age and has the right to grant the rights contained in this Agreement without the consent or knowledge of any other person. The rights granted to Photographer in this Agreement are world-wide, irrevocable, perpetual, and assignable.

2. **Waiver and Release.** Model, and Model's heirs and assigns where applicable, hereby waive all rights and releases to Photographer and its licensees and assigns, their applicable employees, agents, independent contractors, licensees, parent company and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims or causes of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the Model's appearance, likeness and form, and for any loss, damage, injury, including death, that may be sustained by Model.

3. **Miscellaneous.** This Agreement, and any of Photographer's rights hereunder, are assignable or sublicensable by Photographer at Photographer's sole discretion, without Model's consent. This Agreement shall be governed by the laws of England. This Agreement represents the entire agreement of the parties with respect to its subject matter. No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

EXECUTED as of the date first written above.

MODEL

Signature: _____

Print Name: _____

Date: _____

PHOTOGRAPHER

Signature: _____

Print Name: _____

Date: _____

*Getty Images Model Agreement and Release
Adult Long - November 2001*

APPENDIX

MODEL AGREEMENT AND RELEASE

For good and valuable consideration of

_____,
I ("Model") and the undersigned parent of Model ("Parent/Legal Guardian") (collectively referred to as "We"), hereby grant the undersigned Photographer ("Photographer") permission to photograph Model. We further give Model's irrevocable consent to Photographer and his/her direct or indirect licensees and assignees to publish, republish or otherwise transmit the images of Model in any medium throughout the world. We understand that the images may be altered or modified in any manner. We hereby waive any right that we may have to inspect and approve a finished product or the copy that may be used in connection with an image that the Photographer has taken of Model, or the use to which it may be applied. We further release Photographer and his/her direct or indirect licensees and assignees, from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the commercial or artistic use of the images. We agree that the law of England will apply to this release. We acknowledge that the Model is an minor, and certify that we have given our consents freely and this release was willingly signed.

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ETC.

PARENT/LEGAL GUARDIAN

Signature: _____

Print Name: _____

Date: _____

Address: _____

MODEL/MINOR

Signature: _____

Print Name: _____

Date: _____

Model's Ethnicity (optional) _____

Model's Union Representation _____ /# _____

PHOTOGRAPHER

Signature: _____

Print Name: _____

Date: _____

Shoot Description: _____

*Getty Images Model Agreement and Release
Minor Short - November 2001*

MODEL AGREEMENT AND RELEASE

MODEL/SHOOT DETAILS

Model/Agency Address: _____

Model/Agency Phone Number _____

Model's Date of Birth _____

Model's Social Security/N.I. Number _____

Model's Union Representation _____ /# _____

Model's Ethnicity (optional) _____

Parent/Legal Guardian Address: _____

Parent/Legal Guardian Phone Number _____

Date of Shoot: _____

Job/Shoot Reference: _____

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ETC.

Brief Description of Shoot (Clothes, Setting, Poses, etc.): _____

THIS MODEL AGREEMENT AND RELEASE ("Agreement") is dated _____, 20__ and is between the undersigned photographer ("Photographer") and the undersigned model and their parent/legal guardian. Agreement is as follows:

1. Grant. For good and valuable consideration of _____, Model and the undersigned parent of Model ("Parent/Legal Guardian") (collectively referred to as "We"), hereby gives, grants and assigns to Photographer, and its licensees and assigns: The right, consent and permission for any purpose to take, use, reuse, publish, republish, copy, reproduce, create digitized images of, adapt, distribute, transmit, broadcast, display, exhibit, project, modify, distort, change and otherwise make use of Model's appearance, likeness and form. Photographer and its licensees and assigns shall have the right to exercise such rights with Model's appearance, likeness and form alone, or with other materials including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, by any means, methods and technologies now known or hereafter to become known. Photographer and its licensees and assigns shall have the right to embody Model's appearance, likeness and form, alone or with other materials, in any computer-readable, print, broadcast or other media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer-readable electronic, magnetic, film, digital laser or optical-based media, and any other human or machine readable media. Photographer and its licensees and assigns shall have the right to use Model's appearance, likeness and form, without limitation, in connection with the creation, development, production, manufacture, packaging, distribution, promotion. The rights granted to Photographer in this Agreement are world-wide, irrevocable, perpetual, and assignable.

2. **Waiver and Release.** Model, Parent/Legal Guardian and Model's heirs and assigns where applicable, hereby waive all rights and releases to Photographer and its licensees and assigns, their applicable employees, agents, independent contractors, licensees, parent company and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims or causes of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the Model's appearance, likeness and form, and for any loss, damage, injury, including death, that may be sustained by Model.

3. **Miscellaneous.** This Agreement, and any of Photographer's rights hereunder, are assignable or sublicensable by Photographer at Photographer's sole discretion, without Model's consent. This Agreement shall be governed by the laws of England. This Agreement represents the entire agreement of the parties with respect to its subject matter. No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

We acknowledge that the Model is a minor, and certify that we have given our consents freely and this release was willingly signed.

EXECUTED as of the date first written above.

MINOR MODEL

Signature: _____

Print Name: _____

Date: _____

PARENT/LEGAL GUARDIAN

Signature: _____

Print Name: _____

Date: _____

PHOTOGRAPHER

Signature: _____

Print Name: _____

Date: _____

*Getty Images Model Agreement and Release
Minor Long - November 2001*

APPENDIX

PROPERTY RELEASE

THIS PROPERTY AGREEMENT AND RELEASE ("Agreement") is

dated _____, 20____ and is between _____

_____ ("Photographer")

and the undersigned Property Owner. Agreement as follows:

1. Grant: For good and valuable consideration herein acknowledged as received, the undersigned ("Property Owner") being the legal owner of and/or having the authority to bind the owner of, or having the right to permit the taking and use of, the photographs of certain property designated as _____

the ("Property") does grant to Photographer, and its assigns and licensees: The right, consent and permission for any purpose whatsoever to take and use photographs of such property and to reuse, publish, republish, copy, reproduce, create digitized images of, adapt, distribute, transmit, broadcast, display, exhibit, project, modify, distort, change and otherwise utilize for any purpose photographic images of the Property, alone, or with other materials including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, by any means, methods and technologies now known or hereafter to become known. Photographer shall have the right to embody images of the Property, alone or with other materials, in any computer-readable, print, broadcast or other media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer-readable electronic, magnetic, film, digital laser or optical-based media, and any other human or machine readable media. Photographer shall have the right to use images of the Property, without limitation, in connection with the creation, development, production, manufacture, packaging, distribution, promotion and use of any Products. The rights granted to Photographer in this Agreement are world-wide, irrevocable, perpetual, and assignable.

2. Waiver and Release: The undersigned hereby waives all rights and releases Photographer, its employees, agents, independent contractors, licensees, parent company and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims or causes of action, whether now known or unknown, for trademark or any similar matter, or based upon or relating to the use and exploitation of the images of the Property.

3. Miscellaneous: This Agreement, and any of Photographer rights hereunder, are assignable or sublicensable by Photographer at Photographer's sole discretion, without the undersigned's consent. This Agreement shall be governed by the laws of England. This Agreement represents the entire agreement of the parties with respect to its subject matter. No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

EXECUTED as of the date first written above.

PHOTOGRAPHER

Signature _____

Print Name _____

Date _____

FOR INDIVIDUALS

Owner's Signature _____

Owner's Name (Please Print) _____

Date _____

Owner's Address _____

Owner's Address _____

Owner's Phone Number _____

FOR CORPORATE OWNERSHIP

Name of Corporation _____

Employee's Signature _____

Employee's Name (Please Print) _____

Date _____

Position/Title _____

Address _____

Address _____

City _____

State/Zip _____

Phone _____

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