

## THIS AGREEMENT is made the

### **BETWEEN:**

- <<insert name of Photogra company name>>,] a <<i Private Limited Company registration number>>] [,w and] whose main trading a
- (2) <<Name of Customer>> of

### WHEREAS:

- The Photographer is a free type of photography / even
- (2) The Customer wishes to description of photo shoo Agreement and the Photog

## IT IS AGREED as follows:

#### 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Business Day"

#### "Calendar Day"

"Deposit"

"Licence"

"Month"

#### "Order"

"Package"

## "Photographer's Service

© Simply-docs – BS.TC.06A Photographer's Ag



sert trading name if different from Sole Trader, Partnership, LLP, England under number <<insert is <<insert registered address>> s>> ("the Photographer") and

e Customer")

cialising in <<insert description of rvices to consumer clients.

her's Services for <<insert brief the terms and conditions of this provide the same.

therwise requires, the following

er than Saturday or Sunday) on are open for their full range of <insert location>>;

e year;

ayment made to the sub-Clause 5.5;

sive, perpetual, [none granted to you by the the photographs for nons under Clause 7;

onth;

's order for the Photographer's n Schedule 1;

of the Photographer's Services zes, pricing <<insert additional of photographs and services as omer and detailed in Schedule 1,

provided by the Photographer as ement;

"Photo Shoot"

"Price"

"Special Price"

- 1.2 Unless the context
  - 1.2.1 "writing", an communicat similar mear
  - 1.2.2 a statute or provision as
  - 1.2.3 "this Agreen Schedules a
  - 1.2.4 a Schedule
  - 1.2.5 a Clause or (other than t
  - 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the ii
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

## 2. Information About the Ph

- 2.1 <<insert name of different from com Trader, Partnershir England under nur address is <<insert <<insert address>>
- 2.2 [Our VAT number is
- 2.3 [We are regulated b
- 2.4 [We are a member
- 2.5 [<<Insert further info

he Photographer's Services omer including preparation of Photographs and the raphs (references to "the date of I refer to the date on which the taking the photographs);

able for the Photographer's n Schedule 2 (excluding any red under sub-Clause 5.4); and

r price payable for the ices which may be offered from

reference in this Agreement to:

on, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement; and

e to a Clause of this Agreement raph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

tions.

ing as <<insert trading name if <insert business type, e.g. Sole Company etc.>> [registered in n number>>] [,whose registered id] whose main trading address is

•.] gulator(s)>>.] sociation(s) etc.>>.]

## 3. The Contract

- 3.1 This Agreement g Services and const and the Photogra Photographer's Se accordance with the Customer must en understands it.
- 3.2 A legally binding Photographer and Agreement constitu Order and the agree with, the terms and
- 3.3 The Customer here available the follow Agreement (save for the context of the tra
  - 3.3.1 The main ch
  - 3.3.2 The Photogr
  - 3.3.3 The total Pri nature of the be calculate
  - 3.3.4 The arrange within whic Photographe
  - 3.3.5 The Photogr
  - 3.3.6 Where appl guarantees;
  - 3.3.7 The duratior indeterminat conditions fo
  - 3.3.8 [Where app protection m
  - 3.3.9 [Where app hardware ar reasonably t

#### 4. Orders

- 4.1 All Orders for the conditions set out in
- 4.2 The Customer may period>> prior to th There may be certa accommodated if re of the Photo Sh reschedules the P Clause 9 for details

© Simply-docs – BS.TC.06A Photographer's Ag





provision of the Photographer's contract between the Customer Photographer will provide the mer will pay for the same in Before signing this Agreement, the ad this Agreement carefully and

upon the signing by both the Agreement. The signing of this acceptance of the Customer's t they understand, and will comply hent.

Photographer has given or made hher before the signing of this has been readily apparent from

grapher's Services;

act details;

Services including taxes or, if the es are such that the Price cannot r in which it will be calculated;

ormance and the time by which (or undertakes to perform the

ling policy;

sales services and commercial

applicable, or if the contract is of be extended automatically, the t;

, including appropriate technical ht;]

mpatibility of digital content with otographer is aware of or might of.]

s are subject to the terms and

at any time up to <<insert time of by contacting the Photographer. insert examples>> that cannot be ert time period>> prior to the date provide the customer posit may be payable. Refer to nnot guarantee his/her availability for rescheduled Ph made in writing.]

4.3 If the Customer cha of any change to the

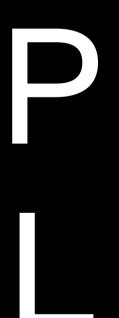
#### 5. **Price and Payment**

- The Price of the Ph 51 Customer's chosen Special Price offere
- 5.2 The Photographer will not affect the Pr
- 5.3 All Prices include \ Customer's Order a rate of VAT that the sums where payme
- 5.4 The Photographer including travel, su incurred or charged
- 5.5 On the date of sig after signing this Photographer, equa
- 5.6 Under certain circu cancelled. the Cust details.
- 5.7 The balance of the sub-Clause 5.4)] s payable>>. [Where Photo Shoot, any a invoiced separately
- 5.8 The Photographer a
  - 5.8.1 <<insert pay
  - 5.8.2 <<insert pay
  - 5.8.3 <<insert pay
  - 5.8.4 <<add more
- 5.9 [Credit and/or debit charged>>.]
- 5.10 If the Customer fail las shown in/on < charge interest on between 2 and 4>> name>> from time date for payment ur before or after jud paying an overdue
- 5.11 The provisions of s contacted the Phot

© Simply-docs – BS.TC.06A Photographer's A









change Orders do not need to be

Photographer shall inform him/her

s been calculated based upon the chedule 1. taking into account any time of the Customer's Order.

es at any time, but such changes

changes between the date of the the Photographer shall adjust the hanges in VAT will not affect any е

expenses in addition to the Price odation. No such sums will be brior express agreement.

[No later than <<insert period>> her shall pay a Deposit to the >% of the Price.

er's Order (or this Agreement) is a refund. Refer to Clause 11 for

dditional expenses agreed under rt point at which full balance is is payable before the date of the ed under sub-Clause 5.4 shall be to Shoot.]

hods of payment:

uired>>.

insert point at which a card will be

the Photographer by the due date voice>>1, the Photographer may the rate of <<insert percentage base lending rate of <<insert bank rue on a daily basis from the due ment of the overdue sum, whether must pay any interest due when

pply if the Customer has promptly nvoice in good faith. No interest shall accrue while s

5.12 Where any refund i Agreement (includii under Clause 11), possible, and in any made by the same the Customer reque

## 6. The Photographer's Serv

- 6.1 As required by law, with reasonable ski the <<insert type information provide Photographer's Ser
- 6.2 The Photographer this Agreement. Th
- 6.3 Subject to the spec requirements specif [(as evidenced in reasonable endeav own artistic judgen deciding upon facto
- 6.4 Subject to the nat requirements, the f deems appropriate and preparing the number of photogra payable and the fin the Customer's cho
- 6.5 The Photographer s later than <<insert <<insert format(s)>:

## 7. Copyright and Licence

- 7.1 The copyright in a remain, the propert stating otherwise (a not own the copy accordance with this
- 7.2 The Licence shall the Customer and, payment) and 7.6, signal be the life of Copyright Designs enter the public don
- 7.3 The Customer shal purposes. Comr Photographer's prio

© Simply-docs – BS.TC.06A Photographer's Ag



inder any of the provisions of this unds in the event of cancellation made as soon as is reasonably r Days of the triggering event and ally used by the Customer unless d.

by the Photographer's Services th best practices and standards in et, and in accordance with any her about him/herself and the

rapher's Services as specified in the structure of the services as specified in Schedule 1.

's chosen Package and any other e Customer and the Photographer the Photographer shall use all he Photographer shall use his/her uipment, taking photographs and ighting and photographic style.

and to the Customer's express as many photographs as he/she the best choice when processing delivered to the Customer. The pto Shoot shall not affect the Price e Customer will be determined by

photographs to the Customer, no the date of the Photo Shoot, in Customer's chosen Package].

y the Photographer is, and shall Subject to any written agreement dditional fee), the Customer shall hs and may use them only in

he delivery of the photographs to s of sub-Clauses 5.10 (non / late ation of copyright protection (which 70 years under Section 12 of the after which the photographs will protected by copyright.

he photographs only for personal kind is prohibited without the

- 7.4 The Customer s Photographer's prio
- 7.5 Unless the Custo reserves the right t material without any related to the Photo
- 7.6 The Licence grante the Customer bread

## 8. Problems with the Photo

- 8.1 The Photographer his/her provision of there is a problem inform the Photogra
- 8.2 The Photographer Photographer's Ser
- 8.3 The Photographer v this Clause 8 where where nobody is at been caused by a Photographer may required.
- 8.4 The Customer is r respect to the pu Photographer's Ser in accordance with supplied must be compliance with inf any models or sa Customer aware of of satisfactory quali conformity with the repeat performance the repair or repla content, and/or prid details of the Custo Customer is advise Standards Office.

# 9. Photographer's Liability

- 9.1 The Photographer s
  - 9.1.1 Public liabilit
  - 9.1.2 Professional sum>>.
- 9.2 The Photographer v the Customer may Agreement or as a

the photographs without the

s otherwise, the Photographer in any advertising or promotional ner, provided such material is only es.

the Customer may be revoked if

## the Customer's Legal Rights

reasonable efforts to ensure that vices is trouble-free. If, however, s Services, the Customer should nably possible.

rts to remedy problems with the sonably possible and practical.

ner for remedying problems under in caused by the Photographer or r determines that the problem has in the part of the Customer, the reasonable sum for remedial work

e legal rights and remedies with ods and digital content. The with reasonable skill and care and by the Photographer, any goods fit for purpose, as described, in e Photographer, and must match he Photographer has made the ital content supplied must also be s described. In the event of nony include, but not be limited to, ervices, the right to reject goods, repair or replacement of digital including the full Price. For full quidance on exercising them, the Citizens Advice Bureau or Trading

lowing insurance:

f indemnity of £<<insert sum>>;

h a limit of indemnity of £<<insert

y foreseeable loss or damage that ne Photographer's breach of this ence (including that of any of the

Photographer's em foreseeable if it is negligence or if it when the contract i any loss or damage

- 9.3 The Photographer (i.e. non-commercia representation that business or industr Customer hereby a and will not be usin a context. The Pho profit, loss of busir opportunity.
- 9.4 Nothing in these Photographer's lial negligence (includiu sub-contractors); or
- 9.5 Nothing in these Photographer's liab reasonable care ar Photographer abou the Photographer's for purpose, as des compliance with sa to supply digital co described.
- 9.6 Nothing in these Customer's legal rights, please Standards Office.

## 10. Events Outside of the Ph

- 10.1 The Photographer his/her obligations beyond his/her reas to: power failure, ir industrial action by flood, storms, eart actual), acts of war for war), epidemic o the Photographer's
- 10.2 If any event descrit affect the Photogr Agreement:
  - 10.2.1 The Photogr possible;
  - 10.2.2 The Photog suspended extended ac

Cu aph noto Noto Serv. . E not ervice ble t ines son of isree set









contractors). Loss or damage is of the Photographer's breach or Customer and the Photographer apher shall not be responsible for

otographer's Services for private notographer makes no warranty or services are fit for commercial, . By signing this Agreement, the not have such purposes in mind rvices or the photographs in such le to the Customer for any loss of ness or for any loss of business

seeks to exclude or limit the sonal injury caused by his/her of his/her employees, agents or isrepresentation.

seeks to exclude or limit the the Photographer's Services with with information provided by the vices or about himself/herself, for that are of satisfactory quality, fit vith pre-contract information, or in nor for the Photographer's failure pry quality, fit for purpose and as

seeks to exclude or limit the pr more details of the Customer's tizens Advice Bureau or Trading

## orce Majeure)

ny failure or delay in performing ay results from any cause that is auses include, but are not limited failure, strikes, lock-outs or other other civil unrest, fire, explosion, acts of terrorism (threatened or threatened, actual or preparations or any other event that is beyond

occurs that is likely to adversely f his/her obligations under this

ustomer as soon as is reasonably

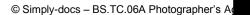
nder this Agreement shall be at he/she is bound by shall be tension is reasonably possible);

- 10.2.3 The Photogr his/her rease availability a
- 10.2.4 If an event and the Cus in accordance
- 10.2.5 If the event of for more th Photographe of the Photo with the Photo the Custome

## 11. Rescheduling and Cance

- 11.1 The Customer may any time. Any and reasonably possibl Photographer's acc sub-Clauses 11.2 rescheduling:
  - 11.1.1 If the Cus Agreement) Photo Shoot Deposit;
  - 11.1.2 If the Custor period>> pri retain all sur towards the
  - 11.1.3 If the Cus Agreement) time period> shall retain t
  - 11.1.4 If the Cus Agreement) Photo Shoot Deposit, and and payable
  - 11.1.5 If the Custo period>> pri retain the or rescheduled
- 11.2 If any of the follo immediately by givi made any paymen Deposit) that/those reasonably possibl Photographer's acc

11.2.1 The Photogi has failed to













ustomer when the event outside of d provide any new dates, times or

pher's reasonable control occurs his Agreement, he/she may do so so under sub-Clause 11.2.6;

her's reasonable control continues d>> or is likely to prevent the btographer's Services on the date will be cancelled in accordance so under sub-Clause 11.4.3, and cancellation.

he Photo Shoot for any reason at aid to the Customer as soon as is vithin 14 Calendar Days of the r's cancellation notice. Subject to shall apply to cancellation or

oto Shoot (and therefore this period>> prior to the date of the refund all sums paid, including the

to Shoot more than <<insert time oto Shoot, the Photographer shall eposit, and such sums shall count t;

oto Shoot (and therefore this period>> but more than <<insert e Photo Shoot, the Photographer nd any other sums paid;

oto Shoot (and therefore this period>> prior to the date of the retain all sums paid, including the ce of the Price shall become due od>>;

oto Shoot less than <<insert time oto Shoot, the Photographer shall v Deposit shall be payable for the

ner may cancel this Agreement itten notice. If the Customer has (including but not limited to the d to the Customer as soon as is within 14 Calendar Days of the s cancellation:

reement in any material way and thin <<insert time period>> of the

Customer as remedy such right to canc

- 11.2.2 An encumbr company, a the Photogra
- 11.2.3 The Photog creditors [, d to an admin 1986)];
- 11.2.4 The Photogi where the P the purposes resulting coi obligations ii
- 11.2.5 The Photogr
- 11.2.6 The Photog due to an 10.2.4); or

11.2.7 The Photogr disadvantag

- 11.3 The Photographer r for any reason at ar Photo Shoot. If th (including but not I refunded to the Cus
- 11.4 If any of the follow immediately by givir
  - 11.4.1 The Custom Clause 5 (t interest on o
  - 11.4.2 The Custom has failed to Photographe
  - 11.4.3 The Photog due to an 10.2.5).
- 11.5 If cancellation unde time period>> prior refund to the Custo If such cancellation Photo Shoot, the Pt balance of the Pri period>>]. If the Pt Clause 11.4.3 (or limited to the Depo sub-Clause 11.5 wi event within 14 Cale

11.6 For the purposes or

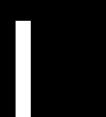
© Simply-docs – BS.TC.06A Photographer's Ag

S











where it is reasonably possible to e material breach will trigger the

[, or where the Photographer is a f any of the property or assets of

luntary arrangement with his/her er is a company, becomes subject e meaning of the Insolvency Act

order made against him/her [, or y, goes into liquidation (except for construction in such a way that the s to be bound by or assume the pher by this Agreement)];

ns to cease, to carry on business;

vide the Photographer's Services or control (as under sub-Clause

ement to the Customer's material

bot (and therefore this Agreement) the period>> prior to the date of the any payment to the Photographer any and all such sum(s) shall be

pher may cancel this Agreement notice:

ment on time as required under Photographer's right to charge Clause 5.10); or

reement in any material way and hin <<insert time period>> of the in writing; or

vide the Photographer's Services or control (as under sub-Clause

11.4.2 occurs more than <<insert to Shoot, the Photographer shall ling but not limited to the Deposit. rt period>> prior to the date of the all sums paid [and any outstanding and payable within <<insert time Agreement at any time under subthe Customer, including but not ny and all refunds due under this s reasonably possible, and in any rapher's cancellation notice

particular, sub-Clauses 11.2.1 and



11.4.2) a breach o minimal or trivial Customer under su 11.4.2). In deciding to whether it w misunderstanding.

## 12. Communication and Con

- 12.1 If the Customer v complaints, he/she at <<insert emal ad
- 12.2 In certain circums Photographer in w Customer may use

12.2.1 Contact the

12.2.2 Contact the

### 13. Complaints and Feedbac

- 13.1 The Photographer Photographer alwa customers' experi encourages commu
- 13.2 All complaints are I handling policy and location>> respectiv
- 13.3 If the Customer w his/her dealings w Photographer in on
  - 13.3.1 [In writing, a
  - 13.3.2 [By email, address>>;]
  - 13.3.3 [Using the I included with
  - 13.3.4 [By contacti number>> [a

## 14. Data Protection (Persona

For complete details of retention of personal data personal data is used, the rights and how to exercis please refer to the Photog OR [attached in Schedule



considered 'material' if it is not the terminating Party (i.e. the Photographer under sub-Clause is material, no regard will be had accident, mishap, mistake or

Photographer with questions or at <<insert number>> or by email

may be required to contact the the Photographer in writing, the

<<insert email address>>; or

<<insert address>>.

his/her customers and, whilst the le endeavours to ensure that the Photographer nevertheless with any cause for complaint.

ith the Photographer's complaints n <<insert location>> and <<insert

notographer about any aspect of the Customer should contact the

ne>>, <<insert address>>;]

rt name>> at <<insert email

ts form, following the instructions

telephone on <<insert telephone sert number>> when prompted.]]

ection, processing, storage, and ted to, the purpose(s) for which using it, details of the Customer's data sharing (where applicable), available from <<insert location>>

## 15. Other Important Terms

- 15.1 The Customer may this Agreement with
- 15.2 This Agreement is intended to benefit person or party sha
- 15.3 If any of the provis otherwise unenford provision(s) shall be The remainder of th
- 15.4 No failure or delay under this Agreeme no waiver by the Pr means that the Pho or any other provisio

## 16. Governing Law and Juris

- 16.1 This Agreement a Customer (whethe construed in accord [Scotland].
- 16.2 As a consumer, the law in his/her takes away or redu
- 16.3 Any dispute, control and the Customer Photographer and subject to the juri Northern Ireland, as

SIGNED for and on behalf of the F <<Name and title of person signing

Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the O <<Name and title of person signing

Authorised Signature

© Simply-docs – BS.TC.06A Photographer's Ag



s/her obligations and rights under xpress written permission.

and the Photographer. It is not rd party in any way and no such ny of its provisions.

s found to be unlawful, invalid or any other authority, that/those the remainder of this Agreement. lid and enforceable.

h exercising any of his/her rights grapher has waived that right, and of any provision of this Agreement y subsequent breach of the same

ween the Photographer and the ise) shall be governed by, and gland & Wales] [Northern Ireland]

rom any mandatory provisions of othing in Sub-Clause 16.1 above umer to rely on those provisions.

claim between the Photographer nt or the relationship between the contractual or otherwise) shall be of England, Wales, Scotland, or omer's residency. Date: \_\_\_\_\_



## **Photographer's Services**

Order <<Insert copy or summary of Cust</pre>

Package: <<Insert details of the C Date of Photo Shoot: <<insert da Location of Photo Shoot: <<inser <<Insert additional requirements /



ge>>

ails as required>>

Price <<Insert details>>



