

DATED _____

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(2) << >>

PHOTOGRAPH LICENCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Photographer>> of <<Address>> (“the Photographer”) and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Client”)

WHEREAS:

- (1) The Photographer owns the intellectual property rights and title in the Photograph(s) listed in Schedule 1.
- (2) The Client wishes to use the Photograph(s) listed in Schedule 1 for the purposes stated in Schedule 2.
- (3) The Photographer wishes to grant a licence to the Client to use the Photograph(s) listed in Schedule 1 in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Effective Date”	means [the date of this Agreement] OR [<<insert date>>];
[“Exclusivity Period”	means a period of <<insert duration>> during which the Client shall have the exclusive right to use the Photograph(s) subject to Clause 4;]
“Fee”	means the sum payable in consideration for the grant of the Licence and the use of the Photograph(s) by the Client; and
“Licence”	means the licence to use the Photograph(s) subject to the terms and conditions of this Agreement;
“Photograph(s)”	means the Photograph(s) detailed in Schedule 1;
“Stated Purposes”	means the purposes for which the Photograph(s) will be used as detailed in Schedule 2.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

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- 1.2.2 a statute or regulation is a reference to that statute or regulation as it exists at the relevant time;
- 1.2.3 "this Agreement" means this Agreement and each of the Schedules attached hereto at the relevant time;
- 1.2.4 a Schedule means a Schedule to this Agreement;
- 1.2.5 a Clause or Paragraph means a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule;
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.

2. Copyright and Title

- 2.1 All copyright in the Photograph(s) shall be retained by the Photographer at all times throughout the term of this Agreement.
- 2.2 Title to all Photograph(s) shall remain with the Photographer at all times.

3. Use of Photograph(s)

- 3.1 The License to use the Photograph(s) shall take effect from the Effective Date.
- 3.2 The Licence applies to the use of the Photograph(s) for the Stated Purposes. The Client may not assign the use of the Photograph(s) to any third party without the written consent of the Photographer.
- 3.3 Permission to use the Photograph(s) for purposes other than the Stated Purposes shall not be granted without the payment of an additional fee, to be agreed between the Parties and paid in full prior to the use of the Photograph(s).
- 3.4 Unless otherwise agreed in writing by the Parties, any alternative use of the Photograph(s) shall be subject to a new licence agreement and no other terms of Clause 3 apply.

4. [Non-]Exclusivity

- 4.1 [Throughout the term of this Agreement] the Client shall be authorised to use the Photograph(s) to the extent set out in Clause 4.1, the Photographer retains the right to use the Photograph(s) in any manner, at any time and in any part of the world for the purpose of promoting his work and services.
- 4.2 Notwithstanding the above, the Client shall be authorised to use the Photograph(s) in any manner, at any time and in any part of the world for the purpose of promoting his work and services.
- 4.3 Following the end of the term of this Agreement, the Client shall be entitled to use the Photograph(s) for the purposes set out in Clause 4.1, subject to any renewal which may be agreed between the Parties. The Photographer shall be entitled to use the Photograph(s) to the extent set out in Clause 4.1, the Photographer retains the right to use the Photograph(s) in any manner, at any time and in any part of the world for the purpose of promoting his work and services.

parties.]

OR

[The Licence granted to the Photographer shall be non-exclusive and the Photographer shall be entitled to use the Photograph(s) for any purposes and to licence the Photograph(s) to third parties.]

It shall be non-exclusive and the Photographer shall be entitled to use the Photograph(s) for any purposes and to licence the Photograph(s) to third parties.]

5. Fee and Payment

- 5.1 The Fee payable for the Photograph(s) shall be £<<insert Fee>>.
- 5.2 The Photographer shall invoice the Client for the Fee on or before the <<insert date>>.
- 5.3 The Client shall pay the Fee within <<insert period>> of receipt of the invoice for the same.
- 5.4 If the invoice is not paid in accordance with sub-Clause 5.3, the Photographer reserves the right to charge interest at the rate of <<insert percentage>>% per annum from the date shown in the invoice in accordance with, a period within which the Client shall be deemed to be in breach as set out in sub-Clause 10.1)].

ph(s) shall be £<<insert Fee>>.

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period>> of receipt of the invoice

rdance with sub-Clause 5.3, the
e interest at the rate of <<insert
outstanding beyond the payment
to terminate this Agreement in
visions of Clause 10 (including the
a breach as set out in sub-Clause

6. Moral Rights / Right to Credit

The Photographer hereby warrants that the Photograph(s) is/are identified as the author of an artistic work (the Photograph(s)) and that the Photographer is entitled to the provisions of Chapter IV of the Copyright, Designs and Patents Act 1988.

entified as the author of an artistic
provisions of Chapter IV of the

7. Confidentiality

- 7.1 The Parties shall keep confidential and shall not disclose to any third party any information communicated to them in confidence by the other Party. Such information includes information pertaining to the Parties' respective businesses.
- 7.2 The obligations of confidentiality under clause 7.1 shall not apply to the extent that disclosure is necessary for the Parties to fulfil their obligations under this Agreement.

not disclose to any third party any
dence by the other Party. Such
ormation pertaining to the Parties'
ses.

e 7.1 shall not apply to the extent
e Parties to fulfil their obligations

8. Warranties

- 8.1 The Photographer hereby warrants that:
 - 8.1.1 he has the right to enter into this Agreement; and
 - 8.1.2 he has obtained all necessary clearances and permissions required to use the Photograph(s) in the manner set out in this Agreement.
- 8.2 The Client hereby warrants that:

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reement; and

sary clearances and permissions
in the manner set out in this

hat:

- 8.2.1 it has the right to terminate the Agreement;
8.2.2 it shall pay the Photographer the amount due with Clause 5; and
8.2.3 it shall not exercise any other rights by this Agreement.

9. Indemnity

- 9.1 The Photographer shall indemnify and hold harmless the Client against any claim, loss, damage, cost, or expense, including reasonable legal fees, arising, directly or indirectly, from any breach or non-performance by the Photographer of its obligations or undertakings or warranties as set out in this Agreement.
- 9.2 The Client shall indemnify and hold the Photographer against any claim, loss, damage, cost, or expense, including reasonable legal fees, arising, directly or indirectly, from any breach or non-performance by the Client of any of its obligations or warranties as set out in this Agreement.

10. Termination

- 10.1 The Photographer shall have the right to terminate this Agreement immediately by written notice if the Client commits a material breach of this Agreement, unless the Client cures the breach within a period of remedy in which case the right to terminate immediately shall not apply. If the Client fails to remedy the breach within <<insert period>> days of written notice to do so.
- 10.2 In the event of termination of this Agreement under Clause 10 the Client shall:
- 10.2.1 immediately return to the Photographer all photograph(s);
- 10.2.2 return to the Photographer all materials supplied under this Agreement;
- 10.2.3 delete all electronic copies of the photograph(s) and destroy any physical copies of the photograph(s).

11. Non-Assignment of Agreement

Neither Party shall assign, sub-license, or in any other manner make over the Agreement to any third party the benefit of which is intended to be enjoyed by the other, without the prior written consent of the other, such consent not to be unreasonably withheld.

12. Notices

- 12.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom the notice is addressed or by a duly authorised officer thereof, as appropriate.
- 12.2 Notices shall be deemed to have been duly given:
- 12.2.1 when delivered to the recipient by hand, by a courier or other messenger (including electronic mail) during business hours of the recipient; or

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12.2.2 when sent, transmission

12.2.3 on the fifth ordinary mail

12.2.4 on the tenth postage pre

12.3 All notices under address, e-mail add

mile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

e addressed to the most recent r notified to the other Party.

13. Force Majeure

Neither Party to this Agree their obligations where suc reasonable control of that failure, Internet Service F storms, earthquakes, acts event that is beyond the co

any failure or delay in performing from any cause that is beyond the d, but are not limited to: power al action, civil unrest, fire, flood, governmental action or any other tion.

14. No Waiver

The Parties agree that no provision in this Agreee enforce that provision or an be deemed to be a waive constitute a continuing wai

o enforce the performance of any iver of the right to subsequently Agreement. Such failure shall not subsequent breach and shall not

15. Severance

The Parties agree that, i Agreement is found to be provisions shall be deeme remainder of this Agreee

r more of the provisions of this ewise unenforceable, that / those mainder of this Agreement. The rceable.

16. Law and Jurisdiction

16.1 This Agreement (inc therefrom or assoc accordance with, th

16.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

ual matters and obligations arising e governed by, and construed in ales.

aim between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

IN WITNESS WHEREOF this Agreement is
before written

SIGNED by
<<Name of Photographer>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>

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executed the day and year first

Photograph(s)
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Stated Purposes
<<Insert Details>>

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