



Coldrenick Farm Offices - Helland - Bodmin - Cornwall - PL30 4QE

## Photo Shoot Agreement

### & Model Release

Update 1.3-2018-01

#### AGREEMENT

*in short: this is a legal document between us and you.*

This contract is between the person(s) whose signature(s) appears on this contract, known as 'Client' and 'AnA Photography' of Coldrenick Farm Offices, Helland, Bodmin, Cornwall PL30 4QE, to provide their services to photograph the booked photography session / package to the best of their abilities, in the manner described in this document. This is a binding contract, which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties.

#### AUTHORISATION / OTHER PARTICIPANTS

*in short: you must have permission to sign on behalf of everyone.*

The person (client) signing this contract agreement must also have the authority and authorisation to sign on behalf of all other participants (all persons to be included in the photos) of the photo shoot session, including all children.

#### PHOTOGRAPHERS

*in short: the photographer is the one holding the camera!*

The principal photographer(s) will be AnA Photography, and where deemed appropriate, additional photographers/assistants of their choosing will be provided at no extra cost to the client, unless agreed otherwise.

#### IMAGES

*in short: the colour of your clothes may look slightly different.*

AnA Photography will provide a pleasing colour balance, but cannot guarantee exact colour matching, as it is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. The number and style of photographs delivered by AnA Photography shall be deemed correct.

#### CREATIVE LICENCE

*in short: we try to accommodate requests, but can't guarantee it.*

AnA Photography shall be granted artistic licence in relation to the poses, location, and styles used. The number and style of photographs are also dependant on variations, including but not exclusively, weather and the availability and willingness of the Clients and other session participants. AnA Photography will make their best effort to honour requested photographs, but does not undertake any guarantee for any specific photograph or image, nor incorporate any specific background, location or group arrangement.

#### DISPLAY

*in short: We may use the photos on our Website, Social Media, Studio Displays, Competitions, Press and Printed Handouts.*

*You can choose for us not to use names if you wish.*

AnA Photography reserve the right to display any photographs included in this contract in any form they deem suitable, both in print and digitally, including but not exclusively on their websites, social media pages, portfolios and marketing material. This includes both the Client and all other parties included within the photographs. AnA Photography also reserve the right to allow access to and use of images by third parties. You may choose (below) for names not to be included when images are published online. The client waives any right to review or approve the Photographs and waives any right to royalties or other compensation arising from or related to the use of the Photographs. All images will be displayed in a lawful manner and without damage to the client.

#### COPYRIGHT

*in short: Copyright remains with AnA Photography.*

All images taken by AnA Photography, whether stored digitally or otherwise are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically, electronically or by any other means an image created as part of this contract without written permission from AnA Photography. All digital files and prints remain the copyright of AnA Photography.

#### LIMITATION OF LIABILITY

*in short: If we have to cancel a photo session, you are entitled for a full refund of the amount you paid us for your photo session.*

In the unlikely event of total photographic or equipment failure, or cancellation / postponement of this Contract by either party, or in any other circumstance, the liability of one party to the other shall be limited to the total value of this Contract. Neither party shall be liable for indirect or consequential loss.

#### CAMERAS AND PHOTOGRAPHY IN THE STUDIO

*in short: Please DO NOT take photos on your phones.*

*In most cases, background shots are ok - but please check first.*

Clients and participants are not allowed use cameras or take photographs within the studio without the permission or direction of the photographer.

#### COUNTRY OF JURISPRUDENCE

This Contract is made under, and subject to, English Law. By signing this contract, you agree that you have read, understood and agree to the terms and conditions of this Agreement.

#### Client

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Names: \_\_\_\_\_  
(& ages if under 16) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I confirm the details and names listed are correct.

I am happy for this agreement to cover all future sessions I book until further notice. cxd   
*optional*

I am happy that participant names **may** be used if/when images are published online.  
*optional*

Signed: \_\_\_\_\_

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