

SC-COM315

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Date

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SC-COM315

We

This agreement is dated

It is made between [pho

[address]

[client's name]

[address]

Photographer”) and

Client”).

The purpose of this con
assignment (the “Assign

photographic

**The terms of this Agree
The Assignment**

1

The terms of the Assign

1.1 Event: the

1.2 Media: colc

1.3 Location: [nar

1.4 Date: [dat

1.5 Times of attenda

1.6 Preliminary plann
discuss shots or p

eting required to

1.7 Price for the Assi
of 100 prints in to
charged at £3.75

s not include in excess
duplicates, will be

1.8 Deposit payable

t: [£amount]

1.9 Last date for can

1.10 Damages for can

000.

1.11 Damages for can

ntract price.

2

Ordering, payment and

2.1 The deposit shall be made on the date of the Assignment.

2.2 Within fourteen days of the date of the Assignment the Photographer shall send proof copies of the photographs for the Client to choose quantities and sizes of prints or media.

2.3 The Client shall not return the photographs to the Photographer within 14 days of having received the photographs.

2.4 The Photographer shall deliver the photographs to the Client having made the prints or media within 21 days of the date of the Assignment.

2.5 Within 21 days of the date of the Assignment the Client shall pay the fee due under this agreement.

2.6 Such title as has been acquired in the copyright in the images produced in the course of the performance of the assignment shall remain the property of the Photographer until payment of the fee due under this agreement.

3 Photographer's obligations

3.1 The Photographer shall be liable for the negligence and ability for the duration of the Assignment.

3.2 Within the scope of the Assignment the Photographer shall record whatever takes place at the events the Client has arranged for the Photographer to attend.

3.3 The Photographer shall not be liable for any expenses incurred by him in the performance of the Assignment.

3.4 This contract is personal to the Photographer and shall not be assigned.

4 Photographer's status

4.1 The Photographer acknowledges that the Assignment is not an employment contract between the Client and the Photographer.

4.2 The Photographer shall be liable for his own income and other tax liability and he hereby agrees to indemnify the Client and agrees to indemnify the Client against any claims or authority against the Client relating to the Photographer's performance of the Assignment.

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Photographer shall
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employment contract

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5 Cancellation of agreement

5.1 This agreement may be cancelled by either party at any time before 5.00 pm on the day of the event.

5.2 This agreement may be cancelled by either party at any time upon providing proof of the following serious events:

5.2.1

5.3 If the Photographer is unable to provide the services envisaged in paragraph 1 shall be payable.

5.4 If the Client cancels the agreement, the Photographer shall have no liability to facilitate the performance of the event and shall be liable for agreed damages.

6 Insurance

The Photographer undertakes to be insured for professional negligence and against claims arising from the performance of this contract.

7 Intellectual property

7.1 All intellectual Property rights in the photographs taken on the Assignment shall vest in the Photographer. The Photographer hereby agrees to execute any documents necessary to give effect to this provision.

7.2 The photographs taken on the Assignment shall be the property of the Client.

7.3 The client may call for the original photographs and as "negatives" without additional charge.

7.1 All intellectual Property rights in the photographs taken on the Assignment shall vest in the Photographer.

7.2 The Client has agreed to indemnify the Photographer for any medium ready to be used for the performance of this contract to the Client to use and reproduce the photographs.

7.3 The Client may not use the photographs in any form or by any medium in respect of any advertising or promotional material without the prior written consent of the Photographer. AND

7.4 In any event, the Photographer shall not be required to reproduce nor sell nor

transfer and image
Client.

any person except the

agrees to execute any c

provision.

8 Force majeure

8.1 Neither party shall be liable for any delay or non-performance resulting from causes beyond its control.

causes resulting from

8.2 Causes deemed to be beyond the control of the party shall include:

include:

8.2.1 death or serious illness of a key member;

member;

8.2.2 injury to or destruction of property.

8.3 Each of the parties shall be obliged to do all that is reasonable for it to do other upon becoming aware of the occurrence of the circumstance to contain details of the circumstance.

the other upon
to contain details of

9 Successors to the agreement

The Photographer acknowledges that the agreement is made with him and accordingly he shall not be bound by the terms of the agreement.

to him and

10 Waiver

The failure by either party to enforce any of the terms or conditions of the Contract at any time subsequently to the date of the Contract shall constitute a waiver of the right to enforce that term or condition.

any one or more of
them or of the right at
Contract.

11 Notices

Any notice to be served on a party shall be in writing and shall be sent by first class post or pre paid recorded delivery and shall be deemed to have been received by the addressee if sent by facsimile to the correct number.

be sent by first class
deemed to have been
if sent by facsimile to

12 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following the mediation of a person or persons appointed or authorised by the parties, the parties shall attempt to settle the dispute by mediation before commencing any legal proceedings.

Contract and which has
a person or persons
they undertake to
in a process of

13 **Jurisdiction**

This agreement shall be [redacted] and.

Signed by [name], the C

Signed by [name], the P

Net Lawman Ltd
andrewrt@scotlawman.co.uk
CopyrightAndrewTaylor2007



Explanatory notes on contract

These notes are by way of advice as to the circumstances that should be deleted or

Help with this document

If you would like simple advice by telephone or e-mail use the contact details below. Please read these notes

If you would like us to provide more detailed advice, we can do so. It is very simple. Just use the [topup.php](http://www.scotlawman.co.uk/topup.php) The minimum charge for a few small amendments or substantial alterations is £100. Once completed the work is yours. <http://www.scotlawman.co.uk>

Our contact details

Net Lawman Limited
Astons Barn
North Green Road
Pulham St Mary
Diss
IP21 4YF
United Kingdom
Tel: 01379 523456
E-mail: andrew@netlawman.co.uk

Copyright

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The license to use the documents is for personal use only, as often as you like.

The notes

General comments

1 It is entirely in your hands to protect your interest at

Photographer

These notes do not constitute a contract. They are to be used or as to terms

of this document, by all means. The advice is free of charge.

If you have any questions or you just want a quick paid advice scheme. Contact us at www.scotlawman.co.uk/account-topup.php for one hours work. A minimum of £100. The money back. More details immediately we have a contract. The charges we charge are at

Documents may be used without notice to keep the copyright of the document. If you

use the documents for personal use only, as often

protect your interest at

the expense of you
protect either side

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- 2 The question of liability
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Paragraph specific

- 1 All the variables and
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- 2 It is most important
delivery and payment

ical aspects of

- 3 Photographer's obligations

- 4 The Photographer's
assignment, such as
will be very important
repeatedly for the
are the actual facts

ct for a single
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pther works
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reement.

- 5 Because a wedding
provision for cancellation
from one contract
possibilities so that

or the Client, some
er, may vary greatly
attention to the
ment.

- 6 No comment.

- 7 Established practice
know what rights
Clients may feel that
too, may see opportunity
right to sell.

r party. Both need to
images via the Internet,
s. The photographer
d he can establish his

- 8 This "old fashioned"
neither side should
for events genuinely

ny emergency,
ave to pay damages

End of notes