

Individual head shots

Planning is the key



What are your images going to be used for?

Ensure you are quite clear where exactly the images are going to be displayed. You may require portraits for a web site which will be available to your clients or the general public; they may be for an end of year report, or perhaps for a display board at your reception. The style of image and background may vary depending upon their use.

Do you have a corporate style?

Are your portraits required to reflect a company style? Do you require a very formal pose with a simple background? Perhaps your company is super-cool and you want to promote a very modern feel? Maybe you want to shoot away from the office in a totally unrelated environment.

How exactly do you plan to use the images?

Image copyright is normally retained by the photographer; a 'licence to use' is supplied that permits the use of images for a specific time and for specific uses. It is very important to decide exactly what your usage requirements are and to make sure that the licence you purchase meets those requirements. You will find a copy of our 'licence to use' at the end of this document





Head Shots Booking Form & Contract

30 Alicia Avenue
MARGATE
Kent
CT9 5JZ

MOBILE
07790 898486

EMAIL
smile@paulclarkphotography.co.uk

WEB
www.paulclarkphotography.co.uk

Client(s) details

Location and address/vicinity:

Date :
Appointment Time:

Description of services to be supplied:

Total Cost :
Booking Fee :
Balance: :

Please note balance to be paid on or before the date of your appointment

Terms and Conditions
Your statutory rights are unaffected

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Paul Clark Photography and the Client in writing.

Booking fee: A booking fee is required at the time of booking. Balance of booking fee payable on or before the day of the photo-shoot. Payment may be paid by cash, cheque, debit or credit card . Please make cheques payable to Paul Clark.

Payment: All orders for printed media and digital files must be paid in full at the time of ordering. Due to the uniqueness of the product we are unable to offer a refund for any orders which have been processed. When an order has been placed within fourteen days of this booking form you are explicitly agreeing to waive your right to cancel.

Post & Packing: We will deliver your completed order to you personally at no extra charge to addresses within Thanet. For more distant clients you may collect your order from us, or we can arrange postage at an additional cost.

Creative licence: You agree to grant the photographer creative and artistic licence. The judgement of the photographer in choice of all aspects of the session shall be deemed to be correct. Paul Clark Photography will do their best to honour any specific image requests, but does not guarantee to undertake any specific picture, background, location or group arrangement. Some photographs may not be possible due to the willingness of any subject, changes in the weather conditions , time constraints or any other conditions beyond our control. The number of images taken, and processed will be deemed to be correct.

Images and Copyrights: The photographs produced by Paul Clark Photography are protected by copyright law (all rights reserved) and may not be reproduced in any manner without Paul Clark Photography's explicitly written permission. Upon final payment by you, I grant limited copyright ownership of the resulting images which may be used only for personal use and may not be copied or reprinted without express permission of Paul Clark Photography. This permission is included with high resolution disks, with which the owner may make prints for personal use and sharing, as well as use for their personal blogs, sites, and social networks. The owner may not redistribute the disk in any manner. You must obtain written permission from, and compensate Paul Clark Photography prior to you, friends or relatives publishing or selling the images for profit.

Limit of liability: In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents him from photographing the event or for any other reasons beyond their control, Paul Clark Photography will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. Paul Clark Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Paul Clark Photography's control, Paul Clark Photography's liability is limited to the return of all payments received for the portrait package. You MUST inform Paul Clark Photography at the event of any specific reason as to why the event may not be repeatable.

Cancellation: You may cancel this agreement up to 14 days from the date of the agreement with no penalty, any monies paid will be returned to you. If you wish to cancel the appointment after 14 days have lapsed, an unconditional refund policy then exists up until 48 hours prior to the date of your portrait session, at which point the booking fee will be retained by Paul Clark Photography.

Postponement due to adverse weather: If the appointment has to be cancelled due to adverse weather conditions. A new, mutually agreed appointment will be made. However, if you would like the booking fee refunded, this will be granted.

Satisfaction Guarantee: If the client or photographer is not completely satisfied with the previews, under reasonable circumstances, both may request another shoot at no additional charge.

Colour reproduction: Cameras are unable to reproduce the full range of colours and tones that the human eye can perceive, we will produce images based upon a colour managed workflow to ensure a pleasing result. Due to variations within printing materials we cannot guarantee an exact match between prints ordered at different times.

The terms of this Agreement are accepted by:

Client: _____

Date: _____

Paul Clark: _____

Date: _____

You have a legal right to cancel this agreement up to fourteen days from the date of signing and have any fee returned to you.



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CT9 5JZ

Tel: 07790898486
www.paulclarkphotography.co.uk
smile@paulclarkphotography.co.uk

LICENCE TO USE

Granted to (The Agency)
Photographer's Ref. No. :

Description of photograph/s covered by the licence:

For a time period of:

Right to a credit: Yes / No

Usage rights assigned to sections: one | two | three | four | five (delete as required)

1. Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site, but not annual reports or any other public document.
2. Public – License for use on public websites, public promotional literature, annual reports, social media outlets, including, but not limited to Facebook, Twitter, etc.
3. PR and Press distribution: A licence for third parties to reproduce such pictures in print or electronic media in an editorial context.
4. Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.
5. Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice.

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

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 or digital files must be destroyed, deleted and removed from all use 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 e.g. use in relation to another product or sublicensing through a photo-library. 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.

Paul Clark Photography
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