

Photoshoot Agreement & Model Release

DISPLAY

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 'Kathy Burgess Photography' of 34 Sedge Road, Rugby, Warks, CV23 0FJ, 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 and/or pets.

PHOTOGRAPHERS

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

The principal photographer(s) will be Kathy Burgess 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.

Kathy Burgess 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 Kathy Burgess Photography shall be deemed correct.

CREATIVE LICENCE

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

Kathy Burgess 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. Kathy Burgess 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.

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.

Kathy Burgess 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 to their websites, social media pages, portfolios and marketing material. This includes both the Client and all other parties included within the photographs. Kathy Burgess Photography also reserve the right to allow access to and use of images by third parties. You may choose for names not to be included when images are published online, please let me know via email if this is the case. 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 Kathy Burgess Photography.

All images taken by Kathy Burgess 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 Kathy Burgess Photography. All digital files and prints remain the copyright of Kathy Burgess Photography.

LIMITATION OF LIABILITY

in short: If we have to cancel a photo session, you are entitled for a full refund of the session fee.

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 during the session 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.