



Tel 07812639775
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**FAMILY PHOTOGRAPHY SERVICES
CONTRACT**

Date of the photoshoot _____

NAMES AND CONTACTS

Name _____

Address _____

Telephone _____

Email _____

LOCATIONS AND TIMES

Location of photoshoot _____

Location address _____

Time ____ to ____

Helen Chapman PHOTOGRAPHY PACKAGE:

Classic Family Photo Package = 3 high resolution digital images + sitting fee = £90.00

Premier Family Photo Package = 3 high resolution digital images + sitting fee + 16 x 12inch beautiful, handmade, canvas = £179.00

Photo package: £..... (inclusive)
Inclusions

- All images on a disk as copy in high resolution for printing.
- All images edited and enhanced for the best results (enhancement does not include manipulation of the photograph, other than brightness, contrast, colour effects, colour corrections and similar)

Terms and conditions of this contract

ENTIRE AGREEMENT: This agreement contains the entire understanding between Helen Chapman Photography and the above named customer. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication but inclusively includes the booking form and model release as part of this contract.

The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement that does not mean that any other provision is also waived.

COPYRIGHT

Full payment for services rendered determines the release of the disc and photographs of the photography session to the client.

LICENCE AGREEMENT TO USE IMAGES SUPPLIED BY Helen Chapman Photography)

IT IS IMPORTANT YOU READ THE FOLLOWING TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT (YOUR LICENCE) CAREFULLY BEFORE USING THE ASSOCIATED IMAGES Ref – (.....)

Images supplied by a photographer are protected by the Copyright, Designs and Patents Act 1988 and other legislation, and a breach of copyright law is a SERIOUS OFFENCE. By receiving the below images supplied by (*Helen Chapman Photography*), you acknowledge your acceptance of the terms of this Licence and you agree to be bound by its terms and conditions. Any failure to comply with the terms of this Licence may be dealt with as a copyright infringement.

The Licensed Images are *Photographic ref no*– (.....) supplied on CD* in ' and 'Low Resolution' format.

Helen Chapman Photography grants you non-exclusive, non-transferable, licence to use the supplied Images, identified above, in the following ways -

- The high Resolution Images have been resized to be suitable for most online websites and for printing and may be used for 'Personal use' (as defined below) and public display on websites or any such medium. These images have a small watermark on them to allocate accreditation to (*Helen Chapman Photography*) which must remain on them*.

For the purposes of this Licence agreement 'Personal use' does not include use that which results in financial gain (including but not limited to: advertising, stock photography, print sale profits, or resale of any nature). It also excludes use for other commercial or editorial purposes, as well as competition use without the express written permission of (*Helen Chapman*

Photography) It is not permitted to alter or adjust any of the Low Resolution images without the express written permission of *(Helen Chapman Photography)* The above permissions apply worldwide.

Your purchase of the original files releases *(Helen Chapman Photography)* from any liability due to loss or damage of the images, and also releases *(Helen Chapman Photography)* from any obligation to maintain copies of any digital file, image, or photograph.

You hereby grant to *(Helen Chapman Photography)* the right to use and publish images and photographs taken at your photography session to further promote its service, including portfolio, web site, display, advertisement, and editorial use *(Helen Chapman Photography)* agrees to limit the use of these images and photographs to promotional use only.

All rights, title and interest in the Licensed Images, including (without limitation), all copyright, patent, trademark, rights of publicity and other proprietary rights, are owned and shall remain with *Helen Chapman Photography*.

By accepting these images and adding your signature plus today's date below, you are agreeing to the above Licence and its Terms & Conditions.

This Licence Agreement is governed by English law and shall fall under the Exclusive Jurisdiction of the Courts of England and Wales.

Copyright, Reproduction, and Model Release

The photographer retains the right to use the photographs for the purpose of advertising or otherwise promoting their work. Client agrees not to sell any of the files or prints without written permission from the photographer. The client agrees that they are signing a model release to allow the use of the photographs (of themselves) and those pictured in the photoshoot for the photographer's business purposes.

As per the GRPR regulations: You agree to provide *(Helen Chapman Photography)* with the date of birth for all persons I photograph under the age of 13 with parent or a legal guardian consent to the photography.

Retention of Delivered Files

Once the files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future. It is highly recommended that CD be duplicated and stored in multiple locations in cool dry areas.

Social Media

This clause applies to social media including, but not limited to Facebook, Instagram, and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public or on the internet. As a photographer, I need photographs to be an accurate representation of my work so that future clients have a good understanding of my brand and style. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of forced cropping on social media altered in colour, or edited in any way).

GOOD IMAGERY

In order to ensure we get good pictures, we may do several shots of the same thing using different cameras, poses and lighting. We cannot guarantee a certain number of photos for your gallery, nor can we guarantee any particular photographs. We will provide a selection of the best photos. Photos are available for purchase from the clients section on Helen Chapman Photography website and payment can be made via Paypal.

The client agrees that the work delivered will be of a similar style and calibre to those photographs on our website and blog, and that the photographer will have complete creative control during the photographs and in post-processing. Please bear in mind that Photographer's services are of unique and artists nature: that the image, whilst similar, may be different from images taken by the photographer in the past: and that in creating the images, the photographer shall use her personal artistic judgment to create images consistent with her personal vision of the session, which vision may be different from the clients and/ or the subject's vision of the session. Accordingly, the clients acknowledge that the images shall not be subject to rejection on the basis of taste, aesthetic criteria or personal appearance.

The images will be delivered in JPEG format with a mix of colour and black and white images, and deemed appropriate by the photographer.

No re-editing will be done after the final edited copies are presented to the client. The client agrees that the photographer can only capture the portrait session that happens: weather, location, schedule complications, time restraints and subjects ability to cooperate, are all factors in the quality of the photographs.

The photographer will not edit for physical size, hair, or any other physical appearance issue other than blemishes.

HOUSE RULES

Helen Chapman Photography will offer technical recommendations only. We will do our best to accommodate any request within reasonable terms, and we will also make suggestions and provide direction if necessary.

LIMITS OF LIABILITY

In the unlikely event of total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the photographer's home county, any legal fees incurred by the photographer as a result of client prosecution will be paid by the client.

DEPOSIT

A Non- refundable retainer of £50.00 will secure the photographer's services for the client's specified date. In the event of the client's cancellation, the retainer is non-refundable. If Helen Chapman Photography is cancelling the event due to unexpected critical reasons, deposit shall be refundable. If the full amount has been paid then the full amount shall be refundable. This contract shall be sent to the client for signing and returning via e-mail. A 14 date cooling off period shall apply from the date of the signature of the client on this contract.

FEES

- Full payment for the services of Helen Chapman Photography is due at least 2 weeks before the portrait shoot, unless other agreements have been made and made payable to Helen Chapman.
- Any special shipping costs outside England will be paid for by the client.

SIGNATURES

The undersigned have read and understand the above contract and agree to the terms and conditions in their entirety.

Clients names (printed) _____

Client signatures _____

Date _____

Photographer _____

Date _____