CofG

# Photography Agreement

CLIENT CONTRACT

# Photography Agreement

Personal sessions · Cup of Green Photography

**This is an example, not something to sign here.** It is the agreement I send once we have had a chat and agreed your date, price and what we are photographing. It is here so you can read it in your own time, before you commit to anything. Nothing in it is a surprise on the day.

This agreement is between me, Elena Suhova, trading as Cup of Green Photography (a sole trader based in Caterham, Surrey) — "I" and "me" — and you, the client named below.

It covers one personal photography session. It is written in plain English on purpose: if anything here is unclear, ask me before you sign.

### WHAT WE AGREE UP FRONT

Every one of these is filled in and agreed with you before anything is signed.

| | |
|---|---|
| **Your name** | |
| **Your email** | |
| **Your phone** | |
| **Date of this agreement** | |
| **What we are photographing** | e.g. maternity session, family portrait |
| **Session date and start time** | |
| **How long** | |
| **Where** | |
| **Total price** | £ |
| **Deposit — 50%, due on signing** | £ |
| **Balance — due 5 days before** | £ |
| **Edited photos you will receive** | at least |
| **Gallery delivered within** | 7 days (sneak peek within 48 hours) |
| **Extra time on the day, if you want it** | £ per hour |
| **Anything else we have agreed** | |

## 1. What I will do

I will photograph your session on the date above and give you at least the number of edited photos shown, as high-resolution JPGs (at least 2400 × 3000 pixels — big enough for a 10×8 print), through a private online gallery.

We will have a short planning call beforehand. I will arrive on time, bring backup equipment, and I hold public and professional liability insurance of at least £2 million. Ask if you would like to see the certificates.

Composition, lighting, posing and editing are my creative judgement, in the style you have seen in my portfolio.

## 2. What you will pay

The 50% deposit is what secures your date, and it is due when you sign. The balance is due 5 days before the session.

If you would like to stay longer on the day, extra time is charged at the rate above.

If payment is late I can hold your gallery back until it is paid, and charge interest at the Bank of England base rate plus 4% a year from the due date. If you have raised a genuine query about an invoice, no interest runs while we sort it out.

## 3. Changing your mind — the first 14 days

Because you are booking at a distance, by email or through my website, you have 14 days from the day you sign to change your mind for any reason at all. Tell me in writing and I will refund everything, including the deposit.

If your session falls inside those 14 days and you want me to get started — holding the date, the planning call, preparation — please tick here:

☐ Please start work straight away.

If you then cancel during the 14 days, I will refund you less a fair amount for the work already done.

## 4. Cancelling or moving the date after that

- More than 14 days before the session: you get everything back, including the deposit.
- Between 5 and 14 days before: I keep the deposit, and you do not pay the balance (if you have already paid it, I refund it). The deposit covers the date I have held for you and turned other work away for, along with planning already done.
- Less than 5 days before: no refund, for the same reason — at that point the date realistically cannot be filled.

If you are unwell or something serious happens, please just talk to me. I would far rather move your session than keep your money.

To move the date instead, let me know as soon as you can and I can normally accommodate it. If moving the date creates any extra costs, I may ask you to cover those — but we would always agree that with you in advance.

## 5. If I have to cancel

If I cancel more than 14 days before, you get a full refund.

If illness, injury or something genuinely outside my control stops me closer to the day, I will either find you a good replacement photographer or refund you in full. If we cannot reschedule within 60 days, you get everything back.

## 6. Weather, for outdoor sessions

Cloud and light rain are usually fine, and often better. If conditions are genuinely unsuitable — heavy rain, high wind, anything unsafe — I will make that call on the day and we will move the session at no extra charge, ideally within 60 days.

If you would rather go ahead anyway, that is absolutely your choice, but I cannot be responsible for what the weather does to the photos.

## 7. Who owns the photos, and what you can do with them

I own the copyright. That is how it works in UK law for photographs, and it does not change.

You get a permanent personal licence covering every photo I deliver. Print them, frame them, hang them, put them on your own social media, send them to family and friends, use them for cards and gifts. All fine, forever, at no extra cost.

What you cannot do without asking me first: use them to promote a business, sell or license them to anyone else, put them in advertising, or re-edit them. Cropping to fit a social media format is fine; filters and heavy edits are not. If you do want to use them commercially, just ask and I will quote you for a commercial licence.

## 8. Using your photos in my own marketing

I would love to show your photos in my portfolio, on my website and social media, in advertising, and in competitions or teaching — but only if you are happy for me to. I will not use them publicly unless you tick this box:

- ☐ Yes — you may use my photos in your portfolio, on your website and social media, in advertising, and in competitions or teaching.

Leaving it blank is a perfectly good answer and changes nothing else: you get exactly the same photos and the same licence. You can also change your mind later — email me and I will stop using them going forward, though I cannot pull back anything already printed or published.

## 9. Getting your photos

A sneak peek within 48 hours. The full gallery within 7 days of the session, unless we have agreed something different above. The gallery stays live for 3 months, so please download everything before it closes — after that I cannot promise it is still there. I keep a backup for a year from the session date.

I do not supply RAW or unedited files. Everything comes to you finished, in my style.

If your package includes retouched images, choose them within 2 weeks of getting your gallery and I will have them back to you within 2 weeks.

## 10. What I need from you

Turn up on time and at the place we agreed, with everyone ready — fed, rested and dressed as we discussed.

Tell me a week ahead about any specific shots or family groupings you want, and tell me before the day about anything affecting access, health, comfort or safety. If the location needs a permit or the owner's permission, please arrange that.

If children are being photographed, a parent or guardian needs to be there and to agree to it.

## 11. If something goes wrong

I will do the job with reasonable skill and care.

If I am at fault, the most I can owe you is what you have paid me. In the very unlikely event of a total technical failure leaving no usable images at all, you get a full refund.

That limit does not apply to death or personal injury caused by my negligence, to fraud, or to anything else the law says I cannot limit.

What I cannot take responsibility for: moments you did not tell me about beforehand, conditions outside my reasonable control such as weather, light or the venue, what other people do on the day, or indirect losses such as lost earnings.

Photography is a creative service and taste varies. You have seen my portfolio and you are booking that style.

## 12. Your information

I handle your details under UK GDPR and the Data Protection Act 2018. I collect your name, email, phone and address, and use them only to run your session, to talk to you about it, and to meet my legal and tax obligations.

I keep records for 6 years because HMRC requires it, then delete them. You can ask me at any time to see, correct or delete what I hold, and I will not add you to any marketing list without your say-so.

## 13. Your legal rights

You have rights under the Consumer Rights Act 2015 about the quality of the service you receive, and nothing in this agreement takes them away. If you would like independent advice, Citizens Advice can help.

## 14. The formal bits

This document, including the details in the box above, is the whole agreement between us. Any change needs to be written down and agreed by both of us. Neither of us can hand this agreement to someone else without the other agreeing. If any part of it turns out to be unenforceable, the rest still stands. Nobody other than you and me can enforce it. It is governed by the law of England and Wales, and the courts of England and Wales deal with any dispute.

### SIGNING

By signing, we both confirm we have read and understood this agreement and agree to it. You also confirm that the details in the box above are correct, that you have seen my portfolio and are happy with my style, and that you understand the payment and cancellation terms.

Questions at any point: hello@cupofgreen.photography · 07557 982407 · www.cupofgreen.photography

| **You** | **Me** |
| --- | --- |
| Signed: ..... | Signed: ..... |
| Name: ..... | Name: Elena Suhova, Cup of Green Photography |
| Date: ..... | Date: ..... |