



## PHOTOGRAPHER CONTRACT

THIS AGREEMENT dated ..... between PPL Limited (Herein after called 'The Agency') and ..... (herein after called 'The Photographer')

Address: .....

Telephone No: .....

E-Mail: .....

VAT No: .....

Country of VAT Registration: .....

If not VAT Registered confirm by ticking this box

### PROVIDES THAT:

TERRITORY	Worldwide
INITIAL DURATION	3 years (unless stipulated otherwise is Clause 6)
NON EXCLUSIVE AGREEMENT	(unless stipulated otherwise in Clause 1)
AGENCY FEE	Fifty Percent (See Clause 3)
SETTLEMENT TERMS	Quarterly (See Clause 3)

Images included under any previous contract with the Agency will be covered in this new agreement.

These Terms also cover future images submitted to the Agency by the photographer during the life of this Agreement

### AGREED TERMS

#### APPOINTMENT

The Agency is appointed by The Photographer as an independent Licensee.

The Photographer appoints the Agency as Non Exclusive agent for marketing his/her images/illustrations held by the Agency on a worldwide basis. (See notes in Schedule A). The Photographer is obliged to notify The Agency if similar images are placed with another agency.

The Agency may use sub Agents or Licensees in overseas territories.



## **IMAGES**

The Photographer undertakes that Images will be correctly and properly captioned including date, place, names of subject matter. Photographer credit and relevant key words. This information must be included in the IPTC Header (File Info) of all digital files.

The Photographer retains ownership and copyright of the Images. The Photographer should insure them to their replacement value. The Photographer undertakes to keep copies or scans of all material submitted.

Whilst every care is taken, the Agency does not accept financial responsibility whatsoever for images left in their possession by the Photographer, or for any of these images during delivery to, or in the possession of their clients. The Agency's Terms and Conditions of Business assign responsibility for the images to the client while in their possession and during their return to the Agency.

If Images are lost; any revenue that is received will be split on a 50/50 basis between the Agency and The Photographer after deduction of legal costs and expenses.

The Agency may return Images that it considers outdated or surplus to its requirements and that material will no longer form part of this Agreement. If any material is returned under this clause, then the Photographer is free to license it elsewhere. The Photographer may not remove part of their material or unilaterally change the terms or restrict their use during the Agreement without written agreement with the Agency.

## **WARRANTIES**

The Photographer promises that all captions or rights information pertaining to the Images are full and accurate and all duplicate Images are identified as such.

The Photographer promises that he/she is exclusive owner of the whole copyright in the Images and has all rights to sell all rights in the Images

The Photographer promises that he/she has all permissions needed for exploitation by third parties of any of the rights in the photographs including, if necessary, model releases, property releases, trade mark releases, etc

The Photographer undertakes to inform The Agency in a schedule (or by a database reference or some digital rights management information) of any rights which have already been granted in any of the images.

The Photographer must maintain accurate records and send the Agency copies of all rights granted in the Images.

The Photographer must reply to any request by The Agency for information or rights clearances (if we have not already received this information) within 24 hours of the request. If the Photographer does not respond within 24 hours, the rights will be deemed cleared.



**INDEMNITIES**

The Agency shall have full authority to negotiate all terms, commissions, licenses and reproduction rights including the fee, duration and scope of any license.

The Photographer warrants that all images placed with the Agency are his/her own exclusive property and copyright, and that a Model or Property Release is available unless stated to the contrary within the caption, mount, File Info or IPTC header of the digital file or in writing.

In the event of any claim whatsoever being made against the Agency from the subject matter of the Photographer's images, subsequent to the Agency offering them in the ordinary course of business on the Photographer's behalf, the Photographer will indemnify the Agency fully against such claims.

**PAYMENT**

The Agency's rate of commission is fifty percent (50%) of all monies received by the Agency as revenues earned by the images placed with the Agency by the Photographer. This includes reproduction fees and monies collected by sub agents and third party collection agencies including the Design and Artists Copyright Society (DACS) in the UK.

The Agency will settle with the Photographer Quarterly, on receipt of an invoice (VAT invoice if registered) in respect of all relevant paid up accounts by BACS (UK Only) or IBAN/SWIFT BIC (International Payments). Please complete your bank details:-

**BACS Details (UK Only)**

Bank Address:.....

Account Name:.....

Sort Code: .....

Account Number: .....

**International Photographers Only**

SWIFT BIC .....

IBAN .....

The Agency will send The Photographer statements not less than 30 days after the end of each quarter setting out all monies received. The Agreement states that if the



amount is under £50, no statement will be sent or payment made and the sum will roll over to the next quarter. On receipt of Statements photographers need to send an Invoice to PPL (VAT invoice if registered) payment will be made within 30 days of receipt of invoice.

The Agency will negotiate for Certificates of Non Residence where necessary to avoid deduction of income or withholding tax.

The Agency will keep professional books and records and the Photographer may inspect them at any time, given 7 working days notice.

Transparencies, prints & Negatives: The Agency will make a charge of £20 against the Photographer's account to cover the scanning, manipulation and entry of each image scanned by the Agency put up on PPL's On-line Libraries. This cost is levied against the first sale of the digital image in question and remaining fees are split on a 50/50 basis. No Charge will be made for uploading digital files supplied by the Photographer, providing these files adhere to the submission requirements set out in Schedule A.

#### **ADVERTISING AND PROMOTION**

The Photographer grants permission for The Agency to publish his/her images without charge for direct marketing purposes. This includes posting low-resolution scans in electronic form on the Internet and other electronic media.

The Agency can make a charge to the Photographer for the inclusion of his/her Images in 'paid for' promotional material but this charge must be agreed with the Photographer in advance.

#### **DURATION**

The Photographer may withdraw his/her images on giving One Year's Notice, in writing, subject to their having been deposited with the Agency for at least Three Years, or as mutually agreed. All costs incurred in withdrawing images from the Agency's files are chargeable to the Photographer's account. It is understood that termination of this agreement is without prejudice to all current negotiations that the Agency has properly entered into with any third party.

This Agreement can be terminated immediately by notice in writing if one of the parties is declared bankrupt or is in breach of these conditions.

After the date of termination no further licenses will be granted and the images will be returned as soon as reasonably practicable. (Within 3 months) This includes all duplicates and prints, which the Photographer has paid for. All digital files and prints, or duplicates for which the Photographer has not paid for will be made available to the Photographer at cost.

#### **FEES AFTER TERMINATION**

Fees will still be paid after termination and on any other exploitation including extensions or renewals.



PPL Ltd, The Studio, Booker's Yard, The Street, Wålberton, West Sussex, BN18 0PF, England  
Tel: +44 (0)1243 555561, Fax: +44 (0) 1243 555562, Email: [ppl@mistral.co.uk](mailto:ppl@mistral.co.uk), [www.pplmedia.com](http://www.pplmedia.com)

**ENTIRE UNDERSTANDING**

This Agreement cannot be varied except in writing signed by both parties.

**DISPUTES AND GOVERNING LAW**

The Agreement is governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.

**AGREED:**

For the Agency .....DATE.....  
Library Manager

AGREED: .....DATE.....  
Photographer



## **SCHEDULE A - Photographer contract notes**

### **IMAGES**

The word “Image” is used here in its broadest sense and includes all material detailed in Schedule B or any other material the photographer deposits with the Agency in the future.

### **EXCLUSIVITY**

What is sole agency? A Sole Agent is the only agent who the Photographer may use but the Photographer is still entitled to sell their Images personally.

What is exclusive agency? An Exclusive Agent has exclusive rights to sell the Images and the Photographer is not entitled to sell the Images personally but must direct all enquiries to the Agency.

What is non-exclusive agency? A Non Exclusive Agent has no exclusivity over the images and the Photographer can sell the rights elsewhere and can also appoint other agencies.

Can exclusivity be limited? Yes exclusivity can be limited in many different ways -

by territory e.g.: England, the world, etc,

by subject e.g.: Watersports, travel, photography,

by image i.e. PPL is the Exclusive Agent for the Images in their possession but the Photographer may submit other Images to other non-competing agencies,

by medium e.g.: PPL is Exclusive Agent for newspaper and editorial use but not for advertising.

Whether or not there is an exclusive agreement, the Photographer is obliged to notify the Agency if images are placed with another agency, and inform PPL immediately when particular rights have been sold.

### **SUBMISSION CRITERIA FOR DIGITAL IMAGES**

File Type: RGB JPEG (saved at Excellent – 10)

Image Size (open): 18- 50Mb

Resolution: 300dpi

Colour profile: Adobe RGB (1998)

All digital images must be free from dust and scratches but remain unsharpened.

No heavy manipulation or changes to the original image to be carried out unless specified.

Full caption including date, venue, subject name(s), description, photographer credit and key words to be included in IPTC Header (File Info)