

Contract tips for photographers

Photography is a great example of the fact that there is no “one size fits all” approach to legal contracts. It isn’t possible to use a generic contract for services and have all of the protection that you need as a photographer.

I am so excited to have been invited on to **The Audacious Babe podcast** to chat to the ultimate babe Magdalena Mahdy and discuss all things legal for photographers. You can listen to us discussing the absolute must have contract clauses to help you protect your business, get paid and grow legitimately. [Click here to listen.](#)

If you’re just starting out or considering organising the legal elements of your business for the first time then the following considerations should help:

1. Get clear on your offering

Your contract is your opportunity to clearly set out what you’re going to provide and when. Will someone get a pre-shoot consultation with you? How long will that be? Will you provide a small sample of edited photos shortly after the shoot? If so when and how many? Will you be giving your client a licence to use the images or not?

In addition, to thinking about the obvious things like time and location, remember to include for contingencies. What will happen if you’re ill? Will you sub-contract the shoot (if so you should include who) or will you re-schedule (not always possible for events such as weddings).

2. Protect your client and your business

Making sure your clients are protected is key. If you have a mailing list or collect the personal data of your clients then it is mandatory in the majority of countries worldwide that you have a privacy policy. This is comprised of a privacy statement that you put onto your website and also a policy behind that which governs how you handle and store your client’s personal data to keep it secure.

Make sure that you’re also protecting your business. If you’re shooting for a brand or working on a job, will the brand cover you if there’s any damage or an incident happens where your camera or equipment gets damaged? Similarly, it is a good idea to consider clauses such as limitation of liability and disclaimers. Plus if you’re looking to take the protection of your company brand to the next level you may want to consider a trade mark.

3. Specialist clauses

Photography contracts require specialist clauses. As the creator you automatically own the copyright. You may wish to ensure that you have the right to use the images for further marketing and promotion. Ensure that the marketing clause is specific. If you want to use the images on social media then state that. Consider whether you need to stipulate limitations to what you can capture, e.g. if you’re capturing a new born or an animal you may not be able to obtain every required image. Similarly you may be limited by the environment you’re in, hospitals or churches can be low light.

For all of the juicy details you’re going to want to tune in to **Episode #45**.