

**CONTRACT — REQUESTING THE SERVICE OF LEE JAMES BROADWOOD  
AS A FREELANCE PET AND ANIMAL PHOTOGRAPHER — STUDIO LOCATIONS**

1. This is a legally binding document that you are reading and signing because you have requested the service of Lee James Broadwood as a freelance pet and animal photographer.
2. This contract is for clients choosing studio location photoshoots only. Those desiring outdoor location photoshoots will need to refer to a separate contract available by request or at [www.leejamesbroadwood.com](http://www.leejamesbroadwood.com)
3. Additionally, this contract is only for individual clients desiring professional photographs of their pets/animals for personal and non-commercial use. Businesses, charities and professionals intending to use in a commercial and professional capacity the photographs Lee James Broadwood will have taken for them will need to refer to a separate contract also.
4. In this contract, 'animal subject' refers to the specific pet or animal that you intend to have photographed during your photoshoot with Lee James Broadwood.
5. You will be asked to sign two physical prints of this contract on the day of your photoshoot, one of which you will be able to keep. However, you may alternatively opt to 1) sign this contract digitally, or 2) print, sign and resend it to Lee James Broadwood by email or post. During preliminary discussions upon your request for this service, you will be asked how you would prefer to sign this contract, and the relevant information/addresses will be subsequently issued to you.
6. By signing this contract, you declare that you have read and understood and will comply with all of the following terms.

**1. SERVICE**

7. You have chosen to receive the service of Lee James Broadwood as a freelance pet and animal photographer. The process for this service is as follows:
  - i. Upon requesting a photoshoot, you may choose to benefit from any one of the three packages on offer. Each will allow you to benefit from a photoshoot at a studio location, but the price and duration of this photoshoot and the number of photographs each package option will secure you will differ depending on the selection you make.
  - ii. Once your request is received, you will then decide with Lee James Broadwood upon a date and time for your photoshoot.
  - iii. To complete your booking, you will be asked to pay a deposit worth ~40% of the total cost of your photoshoot. [See rates expressed in Section 6]
  - iv. Within seventy-two hours after your booking is confirmed, the specific location of the studio at which your photoshoot will take place will be disclosed to you. [See Section 3]
  - v. On the day of your photoshoot, you will be asked to make the remaining payment required of you to cover the cost of your photoshoot. [See rates expressed in Section 6]
  - vi. At the scheduled time of your photoshoot, Lee James Broadwood will arrive, a physical print of this contract will be signed, and Lee James Broadwood will proceed to take a series of photographs of the animal subject(s) of your choice.

- vii. At the end of your photoshoot, you will be asked to complete a feedback form ['Feedback and Testimonials']. [See Statements 2.14 & 2.15]
- viii. Before the close of a one-week period after the photoshoot (including weekends), by which time the photographs that had been taken will have been edited and finalised, you will receive a private URL directing you to an area of Lee James Broadwood's website, where you will see a collection of watermarked photographs of the animal subject(s). This webpage will be password-protected for the security of your photographs. You will be informed of the relevant password.
- ix. You will be able to choose from this selection which photographs you would like to receive. You are entitled to a certain number of photographs for free, as per your package choice. Any additional photographs will each be priced at the rates expressed in Section 6.
- x. Once you have expressed which photographs you desire, your prepared digital photographs will be delivered to you within forty-eight hours via another private URL redirecting you to the same, updated password-protected area of Lee James Broadwood's website. Any additional digital photographs are released once payment has been made.
- xi. You will also be able to order physical copies of the photographs that will have been released to you. These will not be prepared until you have made the necessary payment [see Statement 4.35] and until Lee James Broadwood has received this payment. Once your payment has been received, your physical copies will be sent out to you by post within four days. [See Statements 4.38]
- xii. Your photographs will remain available via this link for forty days, and then the link will finally expire, and Lee James Broadwood will no longer store your photographs. The option to purchase any additional photographs and physical copies will remain open during the entirety of this period. You may also request more time if you need it. [See Statement 4.33]

## 2. TERMS

8. It is mandatory that you be present at all times during the photoshoot; you may not leave Lee James Broadwood and the animal subject(s) unattended at any point, for his safety as well as of the animal subject(s) itself (or themselves).
9. The animal subject's (or subjects') protection, health and safety remain solely YOUR responsibility throughout this entire service.
10. Any animals for whom a contract has not been signed – e.g. familiar animals passing by and interacting with the animal subject(s) or an accompanying friend or family member's pet – MAY NOT feature in any of the photographs Lee James Broadwood will take for you. This is for the safety of Lee James Broadwood as well as of the animal subjects in question.
11. Photographs MAY NOT include you or any other human or animal subject.
  - i. If you would like to benefit from photographs of yourself (or another individual) with the animal subject(s), you will be referred to a separate, unique service: Family Portrait Photography [find out more by requesting further information or by visiting [www.leejamesbroadwood.com](http://www.leejamesbroadwood.com)].
12. By signing this contract, you declare that you are the rightful owner, or one of multiple rightful owners, of the animal subject or that you have permission from the owner to have the animal subject photographed by Lee James Broadwood. All legal responsibility and consequences are entirely yours if this is not, in truth, the case.

13. By benefiting from this service, you agree that all of the photographs that Lee James Broadwood will have taken during your photoshoot will be considered Lee James Broadwood's property and that Lee James Broadwood may thus use any of these photographs within ANY professional context (for example, as evidence of ability, talent and experience on his website, in portfolios, in gallery displays, etc.; in professional public journals; across social media platforms via professional accounts; etc.).
  - i. Lee James Broadwood remains under no obligation to inform you when and how your photographs are being used at any given time.
  - ii. When using/sharing the photographs he had taken for you, Lee James Broadwood WILL NOT disclose any personal and confidential information, such as your name and location, the location at which the photoshoot had taken place, or the name and location of the animal subject(s) featured in the photographs.
  - iii. Lee James Broadwood will also not "mention"/"tag" you in photographs when sharing them to social media, unless you ask him to do so. He is not obliged to do this for you, however.
14. Additionally, you agree to provide written feedback at the end of your photoshoot, and you will allow additional time of up to fifteen minutes for this to be completed.
  - i. The purpose of this form is to help Lee James Broadwood to improve the service and its quality, and to be used to promote the service to future clients.
15. By completing this form ['Feedback and Testimonials'], you grant permission to Lee James Broadwood to use in any professional context (on his website, for example) any part of what you will have written, as a review of the quality of his work and of this service.
  - i. Lee James Broadwood WILL NOT be able to alter what you have written to such an extent that the overall mood, tone and meaning is significantly different, but he may abbreviate, correct and/or paraphrase what you have written, for the purposes of succinctness, coherency and/or grammaticalisation alone.
16. You will be asked to sign this contract at the beginning of your photoshoot and will be welcome to re-read it, to re-familiarise yourself with its content, and to ensure that you are confident that the physical print of this contract you will sign is identical to this digital version, which it will be.
  - i. No photographs will be taken of the animal subject until this contract is signed and returned.
  - ii. You will also be provided with a copy for yourself to keep, which you will also be asked to sign.
  - iii. Due to the nature of studio hiring, no extra time can be allotted uniquely for this purpose.
17. The two hours or more allotted for your photoshoot will commence immediately after this contract has been signed or once this twenty-minute period designated for your perusal has come to an end.
18. If you arrive late to your photoshoot, further time to compensate for the time you will have lost will not be permitted, unless you are willing to pay for additional time [see Statements 6.51], which would be subject to availability.
19. On the extremely rare occasion that Lee James Broadwood is running late, the time allotted for your photoshoot will commence at his arrival, instead.

### **3. CHOOSING A LOCATION FOR YOUR PHOTOSHOOT**

20. This contract is for clients choosing studio location photoshoots only. Those desiring outdoor location photoshoots will need to refer to a separate contract.
21. Studio locations are always in London.
22. They are decided by Lee James Broadwood.
23. Lee James Broadwood does not possess a specific studio himself and so is required to hire a private studio for photoshoots of this type.

24. Due to the nature of studio hiring and due to studio availability, Lee James Broadwood will not be able to specify the exact location of your studio when making your booking. However, studio locations will be always disclosed within seventy-two hours after your booking is confirmed, i.e. once Lee James Broadwood has received your deposit [see rates expressed in Section 6].

#### 4. RECEIVING YOUR PHOTOGRAPHS

25. You will not receive any photographs of the animal subject(s) on the day of your photoshoot.
26. The number of additional photographs that will be offered to you cannot be specified, as this differs from client to client.
27. However, Lee James Broadwood will be obliged to deliver the exact number of digital photographs specific to your package choice by the close of a one-week period following your photoshoot, given that this is the nature of this service for which you will have paid.
28. Before the close of a one-week period following your photoshoot, a selection of watermarked photographs will be offered to you, from which you will be asked to select within five days the number of photographs to which you are entitled in correspondence with your package choice, as well as any additional photographs you would like to purchase [see rates expressed in Section 6].
29. Under no circumstances may you download, store, edit, share, distribute, print, copy, etc. these watermarked photographs or any copy of the webpage itself (e.g. screenshots). These watermarked photographs remain the property of Lee James Broadwood and will be shared with you solely to help you make an informed decision when choosing which photographs you would like to receive. They are for YOUR perusal only.
30. The remaining watermarked photographs that you have not chosen to purchase will remain available for you to view throughout the entirety of the forty-day period following your photographs' release. This is so that you may still peruse additional photographs to choose any others that you would like to purchase or of which you would like to receive physical copies.
31. If, within five days after the release of these watermarked copies, you have not chosen which five photographs you would like to receive, this forty-day period will commence, nonetheless, and you will have this period alone to make your selection.
  - i. Lee James Broadwood will be devoid of any obligation to release photographs to you in this case and may delete your photographs once this forty-day period has come to a close.
32. Once this forty-day period is over, your photographs will no longer be accessible, and Lee James Broadwood may delete all of the photographs he had taken for you. This means you will no longer be able to request additional photographs or physical copies and will not be able to view your photographs on or download them from Lee James Broadwood's website.
  - i. Photographs are deleted in this way to ease pressures and demands on client media storage.
33. If you are in need of more time, you may request some, but please note that this may not be possible, due to pressures and demands on client media storage.
  - i. Requests for such extensions may only be made after the close of the thirty-fourth day of this forty-day period and must be made by the close of the thirty-eighth. Requests outside of this timeframe will be denied.
  - ii. The length of such extension periods will also be at the discretion of Lee James Broadwood, as well as the decision to grant further time at all.
34. You may request additional photographs, digital or physical, at any point during the forty-day period following your photographs' release. These will be offered at the rates expressed in Section 6.
  - i. You may request as many additional digital photographs as have been made available to you.
  - ii. You may request an infinite number of physical copies.

- iii. You may also request multiple physical copies of the same photographs as well as reprints of photographs that you have already previously requested and received.
35. You will be required to make payment for any additional photographs or physical copies that you request, and these will not be prepared, released, printed or delivered until Lee James Broadwood has received this payment.
- i. You will be able to discuss how you would like to pay for these with Lee James Broadwood. [See Statement 7.58]
36. If you do request physical copies of your photographs, these will be sent to you by post. For this reason, you will need to disclose:
- i. Your title and full name.
  - ii. Your full delivery address.
37. For physical copies, you will also need to make a payment towards postage and packaging costs per batch ordered. [See Statement 6.53iii]
38. In signing this contract, you understand that whilst Lee James Broadwood will prepare and send off physical copies within four days after receiving your payment, postal delivery services may take a while to deliver your orders to you, and that Lee James Broadwood is not responsible for this type of delay.
39. Your physical copies will be sent to you by recorded delivery, meaning that you will be able to track your delivery.

## **5. DISTRIBUTION / ONLINE SHARING AND CREDITING**

40. This contract is intended for individual clients desiring professional photographs of their pets/animals. If you intend to share/distribute/exhibit within a personal and non-commercial context the photographs Lee James Broadwood will have taken for you, you MAY do so however you wish. You MAY also print these photographs yourself.
- i. This DOES NOT apply to any watermarked copies, which MAY NOT be stored, copied, printed, or shared with anyone else, under any circumstances.
41. If, instead, you intend to share/distribute/exhibit within a professional context the photographs Lee James Broadwood will have taken for you, you will be required to credit Lee James Broadwood and must receive written permission.
- i. 'Professional context' here pertains to the use of the photographs Lee James Broadwood will have taken for you:
    - a. to advertise or publicise a business or any of its aspect(s), causes or initiatives;
    - b. to supplement an incentive to raise money for a business or cause in some way (e.g. through fundraising campaigns, an adoption fee, charity-based monetary support, etc.).
    - c. to entice prospective employees, investors, clients, supporters, volunteers, etc. to assist you either through labour or financial support.
    - d. to supplement a commercial listing for the animal subject to be adopted, fostered, sponsored, etc.
    - e. to supplement a professional presentation, speech, slideshow, essay, etc.
    - f. to support the growth of a business.
42. If you request permission to use these photographs in this way, you will be informed of the correct manner in which you are to credit Lee James Broadwood for his work.
- i. You will be required to adhere to specific criteria at all times in this case.
43. Under no circumstances may you sell the photographs Lee James Broadwood will have taken for you.

## 6. RATES

44. The following rates already include a service charge and are calculated in reference to Lee James Broadwood's expenditures on travel, of use of resources, and of time.
45. Deposits are calculated to equate to ~40% of the total cost of your photoshoot. This is not an exact percentage identical across the photoshoot types, because moneys have been rounded up to the closest multiple of 5.
46. When booking your photoshoot, you will be required to choose one of the following three package options. Each allows for unique benefits and each is priced accordingly.
47. Regardless of which package you choose, you may still request additional time and additional photographs at the rates expressed below in Statements 6.51 & 6.52.
  
48. PACKAGE 1
  - i. At £125, this package is for a photoshoot of one hour in length for a total of two digital photographs.
  - ii. To complete your booking for this package type, you will be required to pay a deposit of £50 (equating to exactly 40% of the total cost of your photoshoot), which will be deducted from the total cost of your photoshoot.
  
49. PACKAGE 2
  - i. At £150, this package is for a photoshoot of two hours in length for a total of five digital photographs.
  - ii. To complete your booking for this package type, you will be required to pay a deposit of £60 (equating to exactly 40% of the total cost of your photoshoot), which will be deducted from the total cost of your photoshoot.
  
50. PACKAGE 3
  - i. At £195, this package is for a photoshoot of two hours in length for a total of seven digital photographs and two physical copies.
  - ii. To complete your booking for this package type, you will be required to pay a deposit of £80 (equating to 41.0256% of the total cost of your photoshoot), which will be deducted from the total cost of your photoshoot.
  
51. ADDITIONAL TIME
  - i. You may request additional time for your photoshoot, to increase your session up to a maximum of five hours in total.
  - ii. Additional time is priced at £60 per hour.
  
52. DIGITAL PHOTOGRAPHS
  - i. In receiving this service, you will benefit from a certain number of digital photographs as per your chosen package.
  - ii. Additional digital photographs are priced at £15 each.
  
53. PHYSICAL COPIES
  - i. For physical copies, you will receive your photographs printed on premium glossy photo paper enclosed in an ebony-black mount.
  - ii. With certain package types offered as part of this service, you will receive physical copies of photographs of your choice as well as their digital versions. If you would like to receive

additional physical copies, or if physical copies are not offered as part of your specific package type but you would still like to receive some, you may request these at the following prices:

- a. A5 prints: £13
  - b. A4 prints: £16
  - c. A3 prints: £20
- iii. You will incur an additional charge of £3.50 per batch of physical photographs ordered. This is to cover postage and packaging costs.

#### 54. DISCOUNTS

- i. The following client types may be eligible for discounts of UP TO 30%:
    - a. Returning clients who have recommended this service.
    - b. New clients approaching via recommendation.
    - c. Students of any age.
    - d. Animal sanctuary workers and volunteers, or animal-based charity workers and volunteers.
    - e. Young persons of or under twenty-one years of age.
55. If any of the above descriptions can be attributed to you and you would like to benefit from a discount, please verify your eligibility by referring to the eligibility requirements listed at [www.leejamesbroadwood.com/flp-pets-and-animals](http://www.leejamesbroadwood.com/flp-pets-and-animals)

## 7. MAKING PAYMENTS

56. This service will remain unavailable to you until you have paid in full the deposit required of you to complete your booking [as per the rates expressed in Section 6], and until this payment is received in full by Lee James Broadwood, as will all other aspects of this service that require payment in order for you to benefit from them.
57. You will be required to make the remaining payment to cover the total cost of your photoshoot on the day of your photoshoot, from which the ~40% deposit you will have already made will have been deducted.
58. You will be asked to make your payments via ONE of the following methods, whichever is more convenient for you:
- i. via a card reader that will be present on the day of your photoshoot;
  - ii. via bank transfer;
  - iii. via PayPal;
  - iv. via Lee James Broadwood's website;
  - v. OR via a link provided by financial technology company SumUp that Lee James Broadwood will send to you.
59. Cash and cheques WILL NOT be accepted as payment.
60. When ANY payments are received, Lee James Broadwood will send you an itemised receipt as your evidence that you have paid charges that you have incurred. When applicable, this itemised receipt will also list any outstanding payments required.

## 8. CANCELLATIONS AND ADJOURNMENTS

### 61. CANCELLATIONS:

- i. There are no consequences for choosing to cancel your photoshoot more than seventy-two hours before your photoshoot is scheduled to begin, but in the event that you do choose to cancel it, any deposits you have paid will be kept.
- ii. If you choose to cancel your photoshoot within seventy-two hours before the scheduled booking time, you will be required to pay in full the total cost of your photoshoot.
- iii. In the extremely rare occasion that Lee James Broadwood has to cancel your photoshoot, you will be offered another date, and you will not be required to pay any fees. If this is done within seventy-two hours before your photoshoot, you will also be eligible for a partial refund of 10% of the total cost of the photoshoot you have booked.

### 62. ADJOURNMENT:

- i. If you choose to adjourn your photoshoot at any point, you will be required to pay a fee of £40 for each hour until the duration of your photoshoot is covered. For example, for a photoshoot lasting three hours, you will be required to pay a fee of £120.
  - a. This is to cover Lee James Broadwood for the costs of hiring private studios.
  - b. This fee will not be deducted from the total cost of your photoshoot; it will be added to it.

## 9. REFUNDS

63. Lee James Broadwood is under no obligation to approve refund requests.
64. If any refund requests are to be approved, only partial refunds may be offered and processed, as certain moneys must be kept to cover Lee James Broadwood for the loss of time and resources or to cover his financial losses in using finite resources, in travelling, etc.
65. For the total cost of your photoshoot, only partial refunds (up to 35%) may be offered and processed.
66. For physical copies of your photographs, only partial refunds (up to 20% of the total cost of your physical copies, excluding postage and packaging) may be offered and processed in the unlikely event that you are dissatisfied with the quality of these photographs or that the physical copies arrived to you in poor condition (i.e. damaged, scratched, wet from rain, etc.).
  - i. To request a refund for physical copies of your photographs, you will be required to provide photographic evidence and to detail your situation and concerns explicitly.
67. A further refund of 10% will be offered on top of any existing refund amounts on the rare occasion that Lee James Broadwood himself has to cancel and adjourn your photoshoot within seventy-two hours before your booking time. [See Statement 8.61iii]
68. For any approved refund requests, refunds may take up to fifteen days to appear in your account, depending on the speed at which your bank processes in-payments.
69. Refunds cannot be offered for payments made towards additional digital copies or postage and packaging costs.
70. Additionally, no type of refund can be offered to clients who believed themselves eligible for a discount but who were denied upon the day of the photoshoot for failure to meet eligibility criteria and thus had to pay full price.

## 10. SIGNATURE

To ensure you receive the correct service, please specify the number of the package from which you would like to benefit: \_\_\_\_\_

By signing this contract, you declare that you agree with the following statements:

- I have read and understood and will comply with all of the terms of this contract expressed above.
- I understand that the protection, health and safety of my animal subject(s) is my responsibility alone.
- I will make any payments I owe to Lee James Broadwood in full, and I understand that full refunds are not possible and that my deposit is non-refundable.
- I will seek written permission from Lee James Broadwood if I intend to share/distribute/exhibit within a commercial/professional context the photographs he will have taken for me, and I understand that I do not, under any circumstances, have permission to sell these photographs.
- I understand that the photographs Lee James Broadwood will take for me remain his artistic property, and I permit him to use them in any context he wishes.
- I understand that I am entirely legally responsible for any breaches of this contract that I make or that I allow any third parties to make.

PRINT NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_