

Project \_\_\_\_\_

TFP is a commonly used abbreviation within the photography and modelling industry that describes an agreement between the photographer and his subject and implies that there will be no monetary exchange for a photo shoot when a TFP contract is entered into. The abbreviation stands for Time For Prints and will be referred to hereafter within this document as TFP. In short, the payment to the model from the photographer is a pre-defined number of images, either or printed photographs or digital downloads.

This document constitutes a binding contract between

I \_\_\_\_\_ hereby give FotoGroupMedia which is represented by Lucian Catalin Nicolae and those acting on his behalf (legal representation, heirs, etc.) permission to sell, distribute, copyright, publish, republish, use, and re-use, the artwork created from the modelling sessions on the dates of \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_

I understand that my image will be used in good taste and will not be used for illegal purposes. The work(s) created from this modelling session may be used with a fictitious name, with my name, or without my name. The work(s) may be modified, altered and processed in any way and used in promotional material, advertisements, or in any other way the photographer chooses to use the finished work, in print, on the web, or in any other public or private medium. I will receive **NO compensation** from money that may be made from the work(s).

The delivery of the above photographs will be \_\_\_ days after the date this contract is signed by both Model and Photographer. The delivery of the photograph fulfills all the obligations of the Photographer. The copyright and all other lawful rights to the Photos solely belong to the Photographer and his assigns.

The Model may use the Photos in their possession to promote their modeling business, including the use of the Photos in portfolios, exhibitions, websites, contests, and advertising. However, the Model will not sell or transfer publication rights of the Photos without the consent of the Photographer. The Model will acknowledge the Photographer as the author of the Photos and will communicate this to third parties that are involved in their modeling business. The Photos shall not be altered or distorted when used to promote the Model's business. Any copyright notice or watermark embedded in the Photo must not be removed or changed.

The Model agrees that the terms of this Model Release Form are for the benefit of the Photographer and any licensee or assignee of the Photographer.

The Photographer is the data controller and responsible for the personal data comprising the Photograph and the Model's contact details and any related personal data.

Model agrees that, while he/she may use the Photos for purposes related to the promotion of Model's modelling business, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites, Model will not sell or otherwise transfer publication rights to any of the Photos without Photographer's prior consent.



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The best business card for a photographer is his portfolio, not the way he describes himself in words. We are not artists of words, but for those present here on the site, we leave some of our photos to get some ideas about our team.

🐦 twitter.com/fotogroupmedia

📷 instagram.com/fotogroupmedia

📘 facebook.com/FotoGroupMedia

🌐 fotogroupmedia.co.uk

<p><b>Engagement:</b></p> <p>The Model agrees with the Photographer to the Consent, the Assignment/Waiver/Agreement and Other Provisions below in return for:</p> <ul style="list-style-type: none"> <li>a payment of £[     ]</li> <li>free prints modelling</li> <li>experience</li> <li>other as specified in <b>Tab1*</b></li> </ul> <p><i>tick as appropriate</i></p>	
<p><b>Consent:</b></p> <p>The Model irrevocably consents to the Photographer using the Photographs:</p> <ul style="list-style-type: none"> <li>for any purpose whatsoever</li> <li>for public display</li> <li>for portfolio display</li> <li>for non-commercial publication in any media</li> <li>for commercial publication in any media</li> <li>for the purpose(s) as specified in the <b>Tab2*</b></li> </ul> <p><i>tick as appropriate</i></p>	
<p>The Model irrevocably consents to the Photographer using the Photographs:</p> <ul style="list-style-type: none"> <li>in the UK only</li> <li>in the EEA including the UK globally</li> <li>in areas specified in <b>Tab3*</b></li> </ul> <p><i>tick as appropriate</i></p>	
<p><b>Assignment/Waiver/Agreement:</b></p> <p><i>Subject to the Restrictions below (if any), the Model:</i></p> <ul style="list-style-type: none"> <li>assigns to the Photographer any interest in the copyright in the Photographs that the Model may have;</li> <li>waives any right to any further payment for the use of any of the Photographs for any purpose to which the Model has consented;</li> <li>and agrees that the Photographs may be altered or modified in any manner.</li> </ul>	
<p><b>Restrictions:</b></p> <ul style="list-style-type: none"> <li>the Photographs may only be used to represent an imaginary person and the Model shall not be publically named in association with any of the Photographs unless the Model agrees;</li> <li>the Photographs shall not represent the Model in any derogatory manner.</li> <li>the Photographs may not tag photo with her user id from social media.</li> </ul> <p><i>tick as appropriate</i></p>	
<p><b>Tab1*</b></p>	
<p><b>Tab2*</b></p>	
<p><b>Tab3*</b></p>	



*Lucian Catalin Nicolae*

## Privacy Notice

### 1. Introduction

This privacy notice aims to give the Model (referred as “you”, “your” below) information on how the Photographer has collected and will process the following categories of personal data about the Model:

the Photograph (as defined in the Model Release Form between the Model and the Photographer to which this privacy notice is attached as Schedule 1); and related contact details including name, phone number and home address (the Related Data).

This privacy notice only relates to how we will process the Photograph and the Related Data.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you[, for example, if you are using our website] so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

### 2. Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### 3. The data we have collected and how it was obtained

We have collected the Photograph and Related Data.

### 4. How we will use your personal data

We will only use your personal data when the law allows us to. We will use your personal data in the following circumstances:

- On the basis of your consent.
- Where we need to comply with a legal or regulatory obligation.

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. References to Specified Activities for the

## Legal Background

The law in relation to the right to use a model's photographic image is not codified in one simple English law. Whilst the copyright in any photographs taken of a model will almost always vest in the photographer (or the photographer's employer), there is a whole raft of laws under which, potentially, a model might be able to prevent legally the publication of the model's image. These laws include:

1. Section 85 of the Copyright, Designs and Patents Act 1988 which provides that a person commissioning a photograph for private and domestic purposes has the right to prevent copies being publicly issued.

2. The Data Protection Act 2018 (the “DPA”) (which implements the EU's General Data Protection Regulation (EU 2016/679 ) into UK law) under which an image, particularly used in association with the model's name, could amount personal data and therefore use without the model's consent could amount to a breach of the DPA.



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🌐 [fotogroupmedia.co.uk](https://www.fotogroupmedia.co.uk)

3 Breach of confidence. Whilst there is no statutory law of privacy in the UK, case law relating to breach of confidence is gradually being developed to prevent unauthorised publication of an individual's image (usually a celebrity).

4 The law of contract. The engagement of a model would usually amount to a contract. Express or implied contract terms may govern what may or may not be done with a photographic image. To ensure that the photographer can lawfully use the photographs taken of the model for the purpose the photographer requires, consent should be obtained from the model and this is primary purpose of the model release form.

This is an irrevocable agreement in any time limit country legally provided and applied in accordance with United Kingdom laws. Anything other verbal agreements or commitments that are not mentioned above are null. Any changes to this agreement are made in writing with additional signature of both parties to be effective.

*I am over 18 years of age and have read, understand and agree to all of the above conditions, furthermore I also agree that this form was filled out by me by my own free will, without any intervention by any third parties. I fully realise that I relinquish all rights to the work(s) created from this modelling session apart from that stated above.*

**Model information**

\*Required

**Model or Parent/Guardian signature (if under 18)\*:**

Full name\*: \_\_\_\_\_

Date of birth\*: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Gender:  Male  Female  Prefer not to say Other \_\_\_\_\_

Model or parent/guardian name (if under 18)\*:

\_\_\_\_\_

Street address\*:

\_\_\_\_\_

City\*: \_\_\_\_\_ State/Province\*: \_\_\_\_\_

Country\*: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone\*: \_\_\_\_\_

Email\*: \_\_\_\_\_

*Ethnicity information is optional and is used to add accuracy when assigning search terms. It's used for descriptive purposes only.*

Ethnicity: \_\_\_\_\_

Date signed\*: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Photographer and shoot information**

Name\*: \_\_\_\_\_

Shoot date\*: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Shoot location\*:

\_\_\_\_\_

**Photographer signature\*:**

Date signed\*: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_