

Contract of Employment – AW GROUP NAME HERE LTD

This employment contract dated ____ day of _____

Between:

AW GROUP NAME HERE LTD and,

Background:

- A. The employer is of the opinion that the employee is trained to a competent standard, and has all necessary qualifications, experience and abilities to benefit the employer in business
- B. The employer desires to employ the employee and the employee has agreed to enter into such employment, in line with the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, and the relevant parties in agreement.

Particulars of employment

1. As required by the *employment rights act 1996, s. 1*, the particulars of the employee's employment are set out in schedule one of this agreement.

Commencement date and term

2. Employment will commence on the date of contract agreement.
3. There is no stipulated probationary period, however as permitted by law, the contract is subject to termination for the reason of gross misconduct at any time.

Job title and description

4. The job title afforded to the employee is as a freelance employee of AW GROUP NAME HERE. The roles and responsibilities will have been explained to the employee in question at the time of contract signature.

The employee agrees to employment based on the terms outlined in this agreement. The employee agrees to be subject to general supervision if required and to act as pursuant to the orders, advice and direction of the employer.

The employee agrees to abide by the Employer's rules, regulations and practices, including those concerning schedules, vacations and absence.

Employee compensation

5. Compensation paid to the employee for the services rendered by the employee as required by this agreement, and will consist of the following formula;
 - Commission based on personal input and hours worked. £10 non-refundable fee payable to AW GROUP NAME HERE LTD per date worked. ;Earnings under 30 credits £5 non-refundable. ;Earnings under 20 credits £2.50 non-refundable.
6. This compensation is made payable to the employee once payment for services rendered is cleared

7. The employee understands that this and any other payments made to the employee are subject to normal laws of self-employment taxation, and as such will be subject to the rules and regulations in line with this
8. The employee agrees to follow the lawful policies of the corporation.

Pension

As the hours are ADHOC, there is no pension scheme provided or implied.

Place of work

9. Agreed with AW GROUP NAME HERE LTD prior to contract completion

Primary hours of work

10. This contract is considered a zero hour, however hours worked are subject to the employee's own availability and discretion, as such they are to be discussed.

Employee benefits and Holidays/sickness

11. The employee in question is subject to only those benefits and holiday/sickness allowances in line with the lawful provisions of a zero hour contract.
12. If the employee is unable to undertake the employee's duties, they are to inform the employer a minimum of two hours before shift start.
13. During an absence, the employer isn't liable for any sickness pay, in line with the social security contributions and benefits act 1992 and any successor legislation.

Disciplinary procedure

14. The employers' disciplinary procedure, amended as necessary, applies to the employee. The employer's disciplinary procedure is set out by the employer and can be provided upon request as necessary.

15. This agreement and the Employer's disciplinary procedure will be read and interpreted so as to avoid conflict, as far as reasonably possible. Between this agreement and the disciplinary procedure, if there is true conflict between this and the disciplinary procedure, this will prevail.

Grievance procedure

16. The employer's grievance procedure, is outlined by the employer and available upon request.

Duty to devote

17. The employee agrees to devote reasonable efforts to the role, that is to undertake agreed hours in a professional and timely manner, and to represent AW GROUP NAME HERE LTD to the best of the their ability and to a high standard.

Conflict of interest

18. During the term of the employee's active employment with the employer, it is understood that any business relating to or similar to the employer's actual or reasonably anticipated business opportunities (including self-investment opportunities) coming to the attention of the employee is therefore an opportunity for the employer. Therefore the employee will advise the employer of any such opportunities and will not pursue the opportunity personally.

19. During the term of active employment, the employee will not directly or indirectly engage in or participate in any other business activities that will could be deemed to conflict with the interests of AW GROUP NAME HERE LTD, without written consent to the employer.

20. Termination of contract owing to conflicting re-employment will levy a non-negotiable 25% of to-date earnings, falling by 5% every 6 month period of the standard 24 month contract, to recompense AW GROUP NAME HERE LTD for costs to the date of termination.

21. A period of 5 years after contract ending, a non-competition clause is active that does not permit the employee to directly or indirectly compete with the interests of AW GROUP NAME HERE LTD.

22. Non-solicitation dictates that for a period of 5 years after contract end, the employee is not-entitled to induce or attempt to induce a fellow serenity employee to leave, to interfere or disrupt the interests of AW GROUP NAME HERE LTD, discuss opportunities for alternative conflicting employment with employees of serenity or to hire away employees of AW GROUP NAME HERE LTD.

Confidential Information

23. The employee acknowledges that, in any position the employee may hold, the employee may not share any information pertaining to AW GROUP NAME HERE LTD, its partners, owners or subsidiaries. This information includes;

- Information generally known by the employer
- Information that is now or will subsequently become general public knowledge
- Information that was rightfully in the possession of the employee prior to employee to employer disclosure, and;
- Information independently created by the employee with or without direct use of confidential information.

24. Any information that the company holds, may not be shared with any non-employee of AW GROUP NAME HERE LTD.

Termination of employment

25. Where there is just cause for termination, the employer may terminate the employee's employment without notice as permitted by law.

26. The employee and employer agree that the notice period to be served should the employee wish to leave is 28 days.

27. The notice period the employer has to provide should they require reasonable contract termination is 7 days. In cases of gross misconduct, termination is immediate as is stipulate by law.

Notices

28. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or 7 days after being placed in the post to the parties following address.

Addendum

Fees are due as part of employment with AW GROUP NAME HERE LTD and subsidiaries. As such 5% of all earnings are owed to AW GROUP NAME HERE LTD, and an additional 1% will be owed to any recruiters utilised to enable commencement of employment.

Loans or subsidies issued to allow commencement of employment will be deducted at a rate of 25% of owed per month upto £1500 owed, dropping to 10% per month if owed more than £1500. This is non-negotiable as a flat fee.

Modification of agreement

29. Any amendments or modifications required of this agreement to be agreed by all parties involved, and will only be binding if witnessed by each signatred party, or partner of AW GROUP NAME HERE.

Governing Law

30. This agreement will be construed in accordance with and governed by the laws of the country of England, the United Kingdom and all of its member states.

Definitions

31. Definitions to be provided upon request in the employee handbook.

General provisions

32. Time is of the essence in this agreement
33. Headings are inserted for convenience of the involved parties and are not for consideration when interpreting this agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
34. No Failure to delay by the employee to this agreement in exercising any power, right or privilege provided in the agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this agreement.

35. This agreement will inure to the benefit and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the employer and the employee.
36. This agreement may be executed in counterparts, printed signatures are considered original.
37. This agreement is considered the binding document to be agreed by the above parties.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _ day of _____
NAME AND DATE

EMPLOYER

Employer Name

Address

Phone No

Email

EMPLOYEE-

Employee Name

Address

Phone No

Email

Declaration of Exclusivity – AW GROUP NAME HERE LTD and subsidiaries.

In relation to employee _____

This agreement entitles AW GROUP NAME HERE LTD to full exclusivity rights pertaining to _____. By signing this agreement, I agree that, any affects relating to my self and pertaining specifically to AW GROUP NAME HERE, Diamondcams and all other subsidiaries of AW GROUP NAME HERE LTD are wholly owned by AW GROUP NAME HERE LTD and the use, distribution, sale or otherwise of these affects would breach the terms of this contract and any contract signed in relation to AW GROUP NAME HERE LTD and wholly owned subsidiaries.

I also acknowledge the requirement, should I be found in breach of this legally binding artefact, for AW GROUP NAME HERE LTD and all subsidiaries to seek reparations for any loss of earnings brought owing to my failure to adhere to the T&C of this document. I also acknowledge the responsibility to safeguard this by using only pre-approved AW GROUP NAME HERE LTD and subsidiaries branding in relation to any imagery, footage or otherwise created by or for myself.

By signing below I hereby forfeit the right to use anything that could be considered intellectual property regarding myself in relation to AW GROUP NAME HERE LTD and subsidiaries. In return, I will receive payment as outlined in my employment contract. I will also make every effort to obey rules and regulations detailed both by my chosen role, and in no way hold AW GROUP NAME HERE LTD responsible for any breaches of agreed conduct.

Breaches of this, or any other agreed terms, may result in immediate termination of contract, I fully understand the responsibilities outlined as such

I, _____ fully understand and agree to the above terms.

(AW GROUP NAME HERE representative)

Date

(Participant)

Date

Declaration of self-employment – AW GROUP NAME HERE LTD

In relation to employee _____

This agreement releases AW GROUP NAME HERE LTD from all liability relating to national insurance contributions and income tax taxable income accrued by _____. By signing this agreement, I agree to hold AW GROUP NAME HERE LTD, AW GROUP NAME HERE and her partners entirely free from any liability pertaining to income tax, national insurance contributions and other taxable incomes relating to AW GROUP NAME HERE LTD. I hereby also agree to waive any liability to AW GROUP NAME HERE LTD in regard to taxation.

I understand that, as a self-employed member of AW GROUP NAME HERE LTD and subsidiaries, that tax is deductible on GROSS PAY only, this excludes surcharges of 5% (0.05p per pound) payable to AW GROUP NAME HERE LTD and subsidiaries, and, should recruitment lead to employment, a further surcharge of 0.01p per pound will be payable to my recruiter. This will be deducted from Net pay, and Gross will remain as wholly taxable income.

I also acknowledge the requirement to undertake a self-assessment, these must be completed in a timely manner and truthfully, to the best of my knowledge. I swear that I am participating voluntarily, in this contract, and understand the responsibilities that I, _____ hold, and will endeavor to be bound by the details outlined. I declare that I am of sound mind and reasoning at the time of agreeing to the above, and as such agree to the details outlined.

By signing below I forfeit all right to bring a suit against AW GROUP NAME HERE LTD for any reason. In return, I will receive payment as outlined in my employment contract. I will also make every effort to obey rules and regulations detailed both by my chosen role, and in no way hold AW GROUP NAME HERE LTD responsible for any breaches of agreed conduct.

Breaches of this, or any other agreed terms, may result in immediate termination of contract, I fully understand the responsibilities outlined as such

I, _____ fully understand and agree to the above terms.

(AW GROUP representative)

Date

(Participant)

Date

Model Release Form

AW GROUP NAME HERE LTD and/or subsidiaries has commissioned the following Model Release Form to protect you, the model, the company, AW GROUP NAME HERE LTD, and all wholly owned Subsidiaries. A Model Release Form establishes a contract between the photographer/company and a model, defines how and where photographs may be used and the basis of any remuneration. It protects both the photographer and the model in the event of any dispute – provided the parties have abided by the terms of the release.

Guidance and Instructions

Disclaimer of liability

Any statements made as to the legal or other implications of using this model release form are made in good faith purely for general and simplified guidance and cannot be regarded as a substitute for professional advice. AW GROUP NAME HERE LTD, Diamondcams and all wholly owned subsidiaries are not responsible for any further issues arising from failure to seek proper representation in the event of uncertainty surrounding model release and ownership of digital print.

Consequently, no liability can be accepted by AW GROUP NAME HERE LTD and subsidiaries for loss or expense incurred as a result of relying in particular circumstances on the use of this model release form or on statements made in this guidance and instructions or from your completion of this model release form.

Any legal content is based upon the laws of England and Wales (English law).

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 1998 under which an image, particular 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 that Act.

3 Breach of confidence. Whilst there is no 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.

The serenity approach.

Serenity would always endeavour to seek individual permission surrounding any digital imagery that Serenity feels use of would benefit the company. In the event the individual is unhappy with any digital artefact, Serenity would endeavour to prohibit/discontinue use of this image to suit the individual. In advance however any imagery utilised is done so within UK and Wales law to ensure complete protection.

Instructions

Date: This should be the date on which the photographer and model both sign the form. It should be on or before the Booked Date.

Parties: The full name and address of each of the photographer and the model should be inserted. If the photographer is employed and is taking the photographs of the model in the course of the photographer's employment, the photographer's employer should be recorded as the Photographer.

Definitions: The Booked Date is the date on which the photo shoot is to take place. The Place is the address, venue or site at which the photo shoot is to take place. This helps identify the photographs in respect of which the model release form relates.

Engagement: To avoid any technical legal arguments as to the enforceability of the model release form, it is advisable to ensure that the model release form is a legal contract. To be a legal contract, there must be "consideration" for the model's agreement to the terms. Consideration is essentially something agreed to be given by the photographer to the model in return for the model's agreement.

One or more of the boxes should therefore be ticked.

The law is not concerned with the adequacy of the consideration so long as there is consideration. It is therefore quite possible to have payment for as little as £1 if the first box is being utilised.

AW GROUP NAME HERE LTD and subsidiaries

Where the first box is ticked, the amount of the payment must also be specified.

If none of the boxes are appropriate and the photographer is agreeing to give something else to the model (which could be as simple as providing tea and biscuits), details should be inserted in the schedule alongside Engagement. If the schedule is to be utilised then the fourth box must also be ticked.

Consent: For the reasons mentioned in the Serenity approach above, Serenity LTD and all subsidiaries believes that the model should expressly agree the uses to which the photographer puts the photographs.

One or more of the boxes should therefore be ticked.

There is an option for unrestricted use at the first box. For the reasons mentioned in the Serenity approach above, Serenity LTD and subsidiaries would encourage photographers, where possible, to give a more considered approach to completing the form so that the model is clear as to the purposes for which the photographs may be used. AW GROUP NAME HERE LTD and all subsidiaries would therefore urge that the first box is only used where the model is aware of what this implicates.

If none of the boxes cover the proposed use, then details should be inserted in the schedule alongside Consent. If the schedule is to be utilised then the sixth box must also be ticked.

Remember that if the photographer subsequently wishes to use the photographs for a purpose for which consent has not been granted, the photographer must first obtain the model's consent for use for that purpose.

Assignment/Waiver/Agreement: this section contains standard provisions which AW GROUP NAME HERE LTD and subsidiaries would expect to see in any model release form and which ensure that all necessary rights are vested in the photographer.

It is likely that some form of digital manipulation will be made to the photographs. However the model is protected from adverse manipulation by virtue of the second restriction (if used) in the Restrictions section.

AW GROUP NAME HERE LTD and Subsidiaries would not usually expect the terms in this section to be amended and hence there are no tick boxes to complete. In the unlikely event that the photographer and the model wish to vary any term in this section, the variation can be made in the Other Provisions section of the schedule.

Restrictions: AW GROUP NAME HERE LTD urge that any restrictions requested by the individual are discussed prior to completion of this form.

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Other Provisions: This section deals with a number of issues.

Where the photographer has been engaged by a client, the client will require the benefit of the model release form and this clause allows the photographer to pass the benefits of the model release form to the photographer's client. Please note that a separate legal document will need to be entered into by the photographer and the photographer's client to pass those benefits.

If any additional terms are agreed between the photographer and the model, these should be inserted in the schedule alongside Other Provisions.

This model release form is intended for use with models who are 18 years of age or older. The RPS recommends that, if the photographer intends to use models who are minors, specialist advice is sought. This model release form will not be appropriate.

English law will be used to determine any dispute involving the model release form.

Important notes

1. This form has been designed with the photographer and model in mind who may, perhaps, carry out the occasional paid engagement. It is understood that in the circumstance and use of this contract, both parties would be professionals who understand the implications of a legally binding document.
2. AW GROUP NAME HERE LTD and/or subsidiaries cannot give legal advice nor can it assist photographers with queries in relation to completing this model release form. If a photographer has any query about completing this model release form, the photographer must take professional legal advice.

Model Release Form

Date: []
Parties: The Photographer: [] of [] The Model: [] of []
Definitions: The following words shall have the following meanings: Booked Date: [] Place: [] Photographs: the photographs taken at the Shoot Shoot: the photo shoot featuring the Model to take place at the Place on the Booked Date
Engagement: The Model agrees with the Photographer to the Consent, the Assignment/Waiver/Agreement and Other Provisions below in return for: <input type="checkbox"/> a payment of £[] <input type="checkbox"/> free prints <input type="checkbox"/> modelling experience <input type="checkbox"/> other as specified in the Schedule <i>tick as appropriate</i>
Consent: The Model irrevocably consents to the Photographer using the Photographs: <input type="checkbox"/> for any purpose whatsoever <input type="checkbox"/> for public display <input type="checkbox"/> for portfolio display <input type="checkbox"/> for non-commercial publication in any media <input type="checkbox"/> for commercial publication in any media <input type="checkbox"/> for the purpose(s) as specified in the schedule <i>tick as appropriate</i>

<p>Assignment/Waiver/Agreement:</p> <p>Subject to the Restrictions below (if any), the Model: assigns to the Photographer any interest in the copyright in the Photographs that the Model may have; waives any right to any further payment for the use of any of the Photographs for any purpose to which the Model has consented; and agrees that the Photographs may be altered or modified in any manner.</p>	
<p>Restrictions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Photographs may only be used to represent an imaginary person and the Model shall not be publicly named in association with any of the Photographs unless the Model agrees; <input type="checkbox"/> The Photographs shall not represent the Model in any derogatory manner. <i>tick as appropriate</i> 	
<p>Other Provisions:</p> <p>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 Model and the Photographer agree the additional terms specified in the Schedule (if any). By signing this Model Release Form, the Model confirms that the Model is at least 18 years old. This Model Release Form shall be governed by English law.</p>	
<p>Signed by the Photographer</p> <p>.....</p>	<p>Signed by the Model</p> <p>_____</p>

Schedule

Engagement	<i>specify here any additional consideration. If none, delete</i>
Consent	<i>specify here any additional purpose(s). If none, delete</i>
Other Provisions	<i>specify here any additional terms agreed. If none, delete</i>

Release Form for AW GROUP NAME HERE LTD

I, the undersigned, do hereby consent and agree that [Photographer's Name] its employees, or agents have the right to take photographs, videotape, or digital recordings of me beginning on [start date], and ending on [end date] and to use these in any and all media, now or hereafter known, and exclusively for the purpose of [purpose]. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to [Photographer's Name], its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that [Photographer's Name] is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

I understand that, upon execution of this agreement, I am legally bound by all signed documents pertaining to my digital and intellectual property, and its use in relation to AW GROUP NAME HERE LTD and all wholly owned subsidiaries henceforth and expiring only at a time my contract ends, through serving a notice period or mutual consent. Should my contract be terminated owing to malpractice, breach of contract or any other issue outlined hereby, AW GROUP NAME HERE LTD and subsidiaries has full intellectual power over property obtained and utilised during employment.

Name

Address

Phone

Witness for the undersigned

Signature

Date