

Consent for photographers

To: Name of parent or guardian:

or: Headteacher:

Name of child (if applicable):

School:

Location:

Daytime contact telephone no:

Ealing Council would like to take photographs of pupils at your child's school. These photographs may be published in our printed publications, on our internet website, or both.

Before taking any photographs of your child we need your permission. Please answer questions 1 and 2 below, then sign and date the form where indicated. Please return the completed form to your child's school as soon as possible.

Where group shots are organised and individual children cannot be easily identified, headteachers must find out whether any parents are unwilling for their child to be in the photograph. In this instance we ask the headteacher to answer declaration 3 below and sign the consent form. Headteachers should return the completed form to the address shown below.

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| | Please circle |
| 1. <i>May we use your child's photograph in printed publications produced by Ealing Council?</i> | Yes / No |
| 2. <i>May we use your child's photograph on our internet website?</i> | Yes / No |
| 3. <i>I have established which parents are happy for their children to take part in photographs for use in Ealing Council's printed publications and/or on their internet website.</i> | Yes / No |

Please note that websites can be viewed throughout the world and not just in Britain where British law applies.

This form is valid for four years from the date of signing. Renewed consent will be sought if the photograph(s) are to be re-used after the expiry date.

Signature: Date:

Terms and Conditions

- 1 You hereby grant Ealing Council (hereafter referred to as 'council' or 'the council') a non-exclusive/exclusive (delete as appropriate) licence to the work, to use and/or reproduce the work and authorise others to do so in the media stated in the contract. This covers use of the work throughout the world for the full period of copyright in the work upon the terms herein.
2. You retain the copyright of the work.
3. You shall not assign your rights or obligations under this agreement to any part of the work without first obtaining the council's consent in writing.
4. You confirm that the work is original to you and that it has not been previously published or exploited in any part of the world and that nothing contained in the work is obscene, libellous, blasphemous or offensive to any religion, defamatory or infringes any moral right, right of copyright, right of privacy, right of publicity or any other right whatsoever. You also confirm that you are the sole author of and the sole absolute, unencumbered legal and beneficial owner of all rights of copyright and other rights in and to the work and the materials subject to the licence right which you have granted to the council under the terms herein.
5. Where any part of the work or materials consists of films or photographs you confirm that their use by the council shall not infringe or violate any right of privacy conferred by the Copyright, Designs and Patents Act 1988, section 85 or any right of privacy or any right of publicity or any other right of any person whatsoever.
6. All authors of any copyright works included in the work and/or the materials or any materials from which the same may directly or indirectly be derived and all persons who are featured in or have commissioned the works and/or the materials from which the work may directly or indirectly be derived have irrevocably and unconditionally consented to the exploitation of their works and/or performances in any and all media by any manner or means and waived all rights which they may now have or which they may in future be entitled to and you shall make full payment to such persons of all equitable remuneration (within the meaning of EC Council Directive 92/100) in respect of the rental or lending of their works and/or performances to the council.
7. Where work includes photographs of any person, you shall, upon request, deliver to the council written contents in such form as shall be approved by the client officer which shall have been signed by all persons featured in the photograph.
8. You agree that the council, its successors, licensees, sub-licensees and assignees shall have the right to use the work for promotional, news, research, educational or any other purpose and shall have the right to publish and distribute the work and materials on their website and in any and all media throughout the world, as agreed in the contract, for the full period of copyright in the work.
9. You agree that the fee shall be full and final consideration in respect of all rights granted to the council and no further sums shall be payable in connection with the use or exploitation of the work by the council and that if any part of the fee is expressed to be conditional on acceptance of the work by the council then such part shall not be payable if the council in its entire discretion decides not to accept the work whether or not any reason for such decision is given by the council.
- 10 You shall indemnify the council and keep the council fully and effectively indemnified against all actions proceeding, claims, demands, costs (including without prejudice legal costs of the council) awards and damages however arising directly or indirectly as a result of any breach or non-performance by you of any or all of your warranties, obligations or undertakings under this agreement.