

## Model Release Form

The Royal Photographic Society ([www.rps.org](http://www.rps.org)) has commissioned the following Model Release Form which it is making available to Society members and the public as part of its objectives of supporting photographers. A Model Release Form establishes a contract between the photographer 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.

The Society would welcome any feedback on the Model Release Form and any examples where it has been used. Please click the [link here](#) to email The Society.

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### Guidance and Instructions

***You must read this guidance and instructions before using the model release form***

#### 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. Accordingly, the Royal Photographic Society (RPS) makes no representation, warranty or guarantee of any kind concerning the accuracy or completeness of any of the information contained in this guidance and instructions or that any statement of law is current.

Use of this model release form may not be suitable to your particular circumstances. You should obtain professional or specialist legal advice before taking, or refraining from, any action on the basis of any statements in this guidance and instructions or before completing this model release form.

Consequently, no liability can be accepted by RPS 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 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.

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.

### **RPS’s Approach**

To ensure that it remains consistent with its charitable objects, the RPS has taken the view that any model release form that it makes available must be fair to the model as well as the photographer. There are many specimen model release forms available from a number of resources which purport to leave the model with no rights whatsoever. The RPS believes that photographers should act with integrity and models should not be misled as to the intended use of their images. The RPS believes that, by using a model release form that has tick boxes, the model will have greater awareness as to the options available to the model. Additionally, in accordance with the requirements of the DPA, the photographer as the data controller will need to take adequate data security measures to protect the model’s personal data, including photographs and all related personal details.

### **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.

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 Schedule 2 alongside Engagement. If Schedule 2 is to be utilised then the fourth box must also be ticked.

**Consent:** For the reasons mentioned in the RPS’s approach above, the model should expressly agree the uses to which the photographer puts the photographs as well as the areas where the photographer can use 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 RPS’s approach above, the RPS 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. The RPS would therefore urge that the first box is used sparingly.

If none of the boxes cover the proposed use or area, then details should be inserted in Schedule 2 alongside Consent. If Schedule 2 is to be utilised then the box “for the purpose(s) as specified in Schedule 2” or “in areas specified in Schedule 2” must also be ticked.

Remember that if the photographer subsequently wishes to use the photographs for a purpose or in an area 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 the RPS 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.



The RPS 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 Schedule 2.

**Restrictions:** The RPS would expect in the majority of situations for both of these boxes to be ticked. However the RPS can envisage certain situations where one or both of the restrictions are not appropriate. For example a situation where the model needs to be named could be envisaged. It is also possible to envisage situations where a model is used to depict a person in unfortunate circumstances. It would probably not be appropriate therefore to tick the second box in that situation. It is recommended, however, that the Other Provisions section in Schedule 2 is completed so that the model acknowledges that the photographs will be used to represent a person in those unfortunate circumstances.

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

The model should be informed that they can withdraw their consent which was given by the release form at any time and the way in which they can withdraw such consent. Include the contact details so the model can contact the photographer.

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 Schedule 2 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.

### **Schedule 1- Privacy Notice**

This privacy notice is intended to be added as a schedule to the model release form in order to meet the transparency requirements of the DPA/GDPR without overloading the Model Release Form with information.

In the 2<sup>nd</sup> paragraph in Section 1 [Introduction], specify all the personal data collected from the model.

In Section 2 [Important information and who we are], fill in the name and contact details of the photographer.



In Section 5 [How we will use your personal data], common legal purposes for using the model's personal data are listed. If you wish to process the photographs or model's contact details for any other specific purpose, you should include that in Schedule 2 and obtain the model's consent.

### **Important notes**

1. This form has been designed with the amateur photographer in mind who may, perhaps, carry out the occasional paid engagement. It is not intended for use by professional photographers.
2. The RPS 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

<b>Date:</b> [            ]
<b>Parties:</b>  The Photographer: [    ] of [    ]  The Model: [    ] of [    ]
<b>Definitions:</b>  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
<b>Engagement:</b>  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 Schedule 2 <i>tick as appropriate</i>
<b>Consent:</b>  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 2 <i>tick as appropriate</i>  The Model irrevocably consents to the Photographer using the Photographs: <input type="checkbox"/> in the UK only <input type="checkbox"/> in the EEA including the UK <input type="checkbox"/> globally <input type="checkbox"/> in areas specified in Schedule 2 <i>tick as appropriate</i>



**Assignment/Waiver/Agreement:**

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.

**Restrictions:**

- 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;
- The Photographs shall not represent the Model in any derogatory manner.  
*tick as appropriate*

**Other Provisions:**

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 Schedule 2 (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.

The Model has the right to exercise its rights as a data subject under the DPA/GDPR, including as set out in paragraph 10 of Schedule 1, at any time by [telephoning the Photographer's customer service team at [NUMBER] or] writing to the Photographer at [EMAIL ADDRESS AND POSTAL ADDRESS]. This will not affect the lawfulness of any processing carried out by the Photographer before the Model withdraw your consent.

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.

The Photographer will (i) ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of the Photograph and your contact details and any related personal data; and (ii) process the Photograph and your contact details and any related personal data in accordance with the privacy notice attached as Schedule 1 to this Model Release Form, receipt of which the terms of this Model Release Form acknowledge by signing this Model Release Form.

Signed by the Photographer

.....

Signed by the Model

.....



## Schedule 1 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.

### 2. Important information and who we are

#### Controller

[Name of the Photographer] is the data controller and responsible for your personal data (collectively referred to as “Photographer”, “we”, “us” or “our” in this privacy notice).

#### Contact details

Our full details are:

Full name of Photographer:.....

Email address:.....

Postal address:.....

[Telephone number:.....]

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.

### 3. 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.

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

We have collected the Photograph and Related Data.

### 5. 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





Specified Purpose, Photograph and Related Data are as defined in the Model Release Form or this Schedule 1.

Purpose of processing your data	Data	Lawful basis for processing including basis of legitimate interest (if applicable)
Specified Activities for the Specified Purpose	Photograph	Consent
Managing our relationship with you, including: <ul style="list-style-type: none"> <li>•Notifying you of changes to our privacy policy.</li> <li>•Storing your contact details so that we can contact you.</li> <li>•Keeping a record of your consent.</li> <li>•[ADD FURTHER PURPOSES/ACTIVITIES AS APPROPRIATE ON THE FACTS]</li> </ul>	Photograph, Related Data	<ul style="list-style-type: none"> <li>•Necessary for our legitimate interests ([to maintain a record of your contact details in case we need to contact you regarding the Photograph; to keep our records updated OR [SPECIFY LEGITIMATE INTEREST]).</li> <li>•Necessary to comply with a legal obligation.</li> </ul>

## 6. Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 5 above.

- Internal Third Parties as set out in the Glossary.
- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## 7. International transfers

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US.

## 8. Data security



We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 9. Data retention

We will only retain the Photograph and Related Data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

## 10. Your legal rights

You have, in connection with your personal data, under certain circumstances, the right to:

- **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction** of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.
- **Withdraw consent** at any time in relation to our use of the Photograph for the Specified Purpose, in relation to which are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact the photographer in writing.

If we receive notification that you have withdrawn your consent to the use of the Photograph for the Specified Purpose, we will no longer process the Photograph for the Specified Purpose and, subject to

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our retention policy, we will dispose of the Photograph securely. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent.

#### **No fee usually required**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

#### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

#### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## **11. Glossary**

### **LAWFUL BASIS**

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.



## Schedule 2

<b>Engagement</b>	<i>specify here any additional consideration. If none, delete</i>
<b>Consent</b>	<i>specify here any additional purpose(s) and specific areas to use the Photograph. If none, delete</i>
<b>Other Provisions</b>	<i>specify here any additional terms agreed. If none, delete</i>

