

My rights on set: a guide for sex workers and photographers

This document was created by the KLE Collective, and is intended as a guide for best practice, and a resource to help build safer, fairer working environments. It does not constitute a legally binding document, but you are welcome to use any of the wording included here when drawing up a professional contract.

Before the shoot, the photographer pledges to:

- Communicate in advance about the total cost of the shoot (excluding any expenses incurred on the day, e.g. food, travel)
- Communicate in advance the fee structure for any over-time that may be incurred;
- Agree a shooting schedule, including a start time, a finish time and breaks, if required;
- Communicate in advance about the cost of extra images, and whether it will be acceptable for the model to buy unedited images;
- Discuss levels of nudity for the shoot and the model's boundaries around this;
- Communicate in advance about who will be on set;
- Obtain the model's consent for anyone additional to the photographer that will be on set;
- Discuss any access needs the model or photographer may have, and any mobility issues or injuries that may impact the shoot;
- Confirm the level of blurring/in-shot anonymity the model requires in images (e.g. covering face with hair/arms etc);
- Confirm the timescale for the return of edited images after the shoot;
- Discuss image usage with the model, such as the inclusion of photographs in any website portfolio, or social media platform. If there is to be any 'buy out' option (wherein the photographer fully or partially waives the right to use the images in the future) this should be communicated clearly in advance and the possible terms explored with the model. These options may include a time-limited embargo, access to .RAW files, permission to use the images only offline/censored, or the expectation of complete deletion of data. As well as these terms, any cost for the buyout agreement should be conveyed clearly in advance. At the request of either party, these terms will be included on an image release form and signed in advance of the shoot by model and photographer. (A template for Image Release Contracts can be found at <https://eforms.com/release/photo/model/>)

During the shoot, the model has a right to:

- Bring someone to set with them if required;
- Feel safe on set, and to be treated in a respectful, courteous manner;
- Request that everyone on set is sober and ready to work;
- Be spoken to in a respectful way, avoiding inappropriate comments about their body, their job or their personal life, and inappropriate comments about colleagues or mutual friends;
- Be asked before being touched in any way, including pose adjustments;
- Use professional, non-sexualised language when discussing the model's body parts during posing;

- Feel that professional boundaries are being observed, and confident that the photographer will remain fully clothed throughout the shoot;
- Clearly communicate to a photographer about anything they are uncomfortable with, e.g. unwanted touch/pose correction, and to have this boundary respected;
- State suggestions and ideas for the shoot, and to have them heard;
- Take breaks for food and water if required;
- Stop at any time if they feel uncomfortable, unsafe, or unwell;
- Finish the shoot at the agreed finish time, unless otherwise discussed, and for the photographer to leave shortly after;
- Have their personal time respected, and not to feel pressured into socialising after the shoot if they do not wish to.

After the shoot, the photographer pledges to:

- Deliver edits within the agreed time frame, or to notify the model about anticipated delays and revised schedules;
- Discuss with the model the level of retouching required, and to which body part. The photographer will not make unrequested edits to a model's face or body (for example, making them appear thinner, changing the shape of their nose) without being asked first, or without explicit consent;
- Not send unsolicited messages or make phone calls to the model concerning anything other than professional information about the shoot;
- Agree with the model which, if any, images, are shared on various social media channels, and how (if at all) the model (and photographer) is credited;
- Confirm that the model is happy with anonymised photos before they are shared publicly;
- Discuss with the model how their data is stored, and confirm that it is GDPR compliant;
- Store images in an encrypted format to protect the model's identity and privacy;
- Discuss with the model how their data is protected should the photographer be subject to scrutiny at an international border or by the police;
- Permanently delete a model's data and images should they so wish;
- Discuss with the model any required security protocols to protect both parties from malicious scams and phishing. These could include confirming any unexpected requests for photos to be re-sent via text or call as well as via email. This is to protect both parties in the event of email hacks, phishing or impersonation;
- Gain opt-in consent for mailing lists and marketing, and not to send unsolicited marketing.
- Provide an invoice for services provided if requested.

The photographer has a right to:

- Ask the model to arrive on time and finish shooting by the agreed finish time;
- Take a reasonable break, as well as having time to eat and drink if a shoot goes on for longer than 3 hours;
- Know in advance about who will be on set, and if the model is bringing someone with them for support. Any additional people attending will be discussed by both model and photographer;

- Request that everyone on set is sober and ready to work;
- Feel safe on set, and to be treated in a respectful, courteous manner;
- Discuss in advance about how they will be credited when images are used, eg: whether they need to be anonymous or whether they prefer clear credit with all usage;
- Have reasonable travel expenses covered;
- Shoot in a safe, pre-planned shooting location, e.g. no trespassing into private land or shooting somewhere where there is risk of disruption;
- Be credited online for their work, unless otherwise agreed;
- Be paid on schedule as per agreement with model;
- Not be rushed for edits ahead of agreed time;
- Stipulate that low res, unedited jpgs not be published without permission, and that the model will not re-edit the photographers edited work without permission. This includes adding Instagram or Twitter filters to the photographer's work without their consent.