

PHOTOGRAPHER'S TERMS AND CONDITIONS

**BACKGROUND:**

These Terms and Conditions shall be entered into by the Photographer ("the Photographer") as a free of charge service for customers wishing to acquire photographs for commercial purposes.

<<Insert name of Photographer>>  
customers wishing to acquire

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

the context otherwise requires, the following meanings:

**"the Agreement"**

the Agreement means the Agreement in writing for the provision of the services signed by the Customer and which incorporates these Terms and Conditions in full quotation;

**"Business Day"**

any day (other than Saturday or Sunday) on which the offices of the Photographer are open for their full range of services at <insert location>;

**"Confidential Information"**

information which is disclosed by either Party, information which is disclosed by the other Party pursuant to the Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or otherwise confidential);

**"Data Protection Legislation"**

the Data Protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current and revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 1998 and regulations made under it, the Privacy and Electronic Communications Regulations 2003 as amended;

**"Customer"**

the Customer who requires the Photographer's services under these Terms and Conditions;

**"Expenses"**

any expenses incurred by the Photographer in direct connection with the provision of his services;

**"Licence"**

the licence, exclusive, perpetual, [non-]exclusive, granted by the Photographer to the Customer pursuant to Clause 7 to use the Selected Content for commercial purposes within a Project;

**"Order"**

an order provided for the Customer to submit to the Photographer to acquire the services of the Photographer as set out in Clause 2 of these Terms and Conditions;

**"Photograph"**

any photograph (in digital or other form) taken during the Photo Shoot;

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“Photo Shoot”

the Photographer’s services  
to the Customer including preparation  
of Photographs and the  
Photographs;

“Price”

the fee for the Photo Shoot itself which  
includes the cost of Selected Photographs;

“Project”

the Project to which the Customer intends  
to have Photographs taken;

“Rejection Fee”

the fee set out in the Quotation  
Schedule by the Customer in the event  
the Customer chooses to reject the Photographs

“Royalty Fees”

the fees payable on a per-Project basis for the  
Selected Photographs; and

“Selected Photographs”

the Photographs chosen by the Customer from  
the Photographs available to them which shall be  
subject to the Terms and Conditions.

1.2 Unless the context  
of these Conditions to:

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each reference in these Terms and

1.2.1 “writing”, an  
agreement, communication or  
transmission or similar means;

the word “writing”, includes a reference to any  
written communication, transmission or similar means;

1.2.2 a statute or  
regulation or provision as  
in force at the relevant time;

the word “statute or regulation or provision as  
in force at the relevant time” is a reference to that statute or  
regulation or provision as in force at the relevant time;

1.2.3 “these Terms  
and Conditions” or  
“these Terms and  
Conditions as amended or  
supplemented at the relevant  
time”;

the words “these Terms and  
Conditions as amended or supplemented at  
the relevant time” is a reference to these Terms and  
Conditions as amended or supplemented at  
the relevant time;

1.2.4 a Clause or  
Paragraph of these  
Terms and Conditions.

the words “a Clause of these Terms and  
Conditions” is a reference to a Clause of these Terms and  
Conditions.

1.2.5 a “Party” or  
“Parties” of these  
Terms and Conditions.

the words “the parties to these Terms and  
Conditions” is a reference to the parties to these Terms and  
Conditions.

1.3 The headings used  
in these Conditions shall have no  
effect on the interpretation of these  
Terms and Conditions.

These Conditions are for convenience only  
and shall have no effect on the interpretation of these Terms and  
Conditions.

1.4 Words imparting the  
singular shall include the plural and vice versa.

Words imparting the singular shall include the plural and vice versa.

1.5 References to any  
gender shall include the other gender.

References to any gender shall include the other gender.

1.6 References to persons  
shall include corporations and  
other legal entities.

References to persons shall include corporations and other legal entities.

**2. Orders**

2.1 The Photographer  
accepts orders for Photo Shoots through  
any of the methods e.g. telephone,  
fax or email.

The Photographer accepts orders for Photo Shoots through <<insert  
method>>.

2.2 When placing an Order  
for a Photo Shoot, the Customer shall  
set out the following information:

When placing an Order for a Photo Shoot, the Customer shall set out the following information:

2.2.1 <<Insert details of the  
Photo Shoot>>

<<Insert details of the Photo Shoot>>

2.2.2 <<Insert details of the  
Photo Shoot>>

<<Insert details of the Photo Shoot>>

2.2.3 <<Insert details of the  
Photo Shoot>>

<<Insert details of the Photo Shoot>>

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- 2.2.4 <<Insert details of Photo Shoot>>
- 2.2.5 <<Insert details of Photo Shoot to reject and Rejection Fee>>
- 2.2.6 <<Insert details of Photo Shoot regarding obtaining clearances>>
- 2.2.7 <<Insert any other details of Photo Shoot>>

2.3 [The Photographer shall provide a form to the Customer which shall provide prompts for the Customer to provide it all information required by the Photographer.]

2.4 Once the Customer has accepted and submitted the Order the Photographer shall prepare and send the Order to the Customer either by email or first class post which shall include the Price and any anticipated Expenses. The Quotation shall necessarily include all Expenses which may be incurred not including Agency Fees which may be payable for Selected Photographers. The Customer shall confirm which particular information contained in the Quotation (part/s or all) are accepted for the purpose of the Quotation.

2.5 The Customer may amend the Quotation by telephone, email or first class post, and the Photographer shall provide the Customer with the Agreement for signature. The Customer shall submit to the Photographer any amendments to the Quotation and if they do so, the Photographer will provide the Customer with amendments or advise the Customer that the Photographer is unable to amend the original Quotation.

2.6 No Order, Quotation or Agreement shall give rise to any binding agreement between the Parties until the Customer has signed and returned the Agreement.

2.7 A binding agreement shall exist from the existence and be of legal effect between the Parties from the date of the Agreement provided by the Photographer if the Agreement is signed by both Parties and the Deposit has been paid.

2.8 If the Deposit is not paid within the start number of days>> days after an Agreement is signed, the Deposit shall all cease to be payable from the expiry of that period and the Quotation shall be deemed to be cancelled (but neither Party shall be liable for any other as a result). If the Deposit is paid late, the Photographer shall be liable to the Customer.

**3. Deposit**

3.1 At the time of both the Quotation and Agreement or not more than <<insert period>> thereafter the Customer shall pay a Deposit to the Photographer. The amount of the Deposit shall be as set out in the Quotation. When the Deposit has been paid the Photographer shall promptly provide a receipt for it.

3.2 Subject to the provisions of the Agreement, the Deposit shall be non-refundable.

**4. Price and Payment**

4.1 The Price for the Photo Shoot shall be as set out in the Quotation and detailed in the Agreement.

4.2 The Photographer shall be liable for the Price (including any anticipated Expenses) incurred during the Photo Shoot and the Customer shall be liable for the Selected Photographers.

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4.3 Any and all invoices under the Agreement must be paid by the Customer.

Photographer to the Customer under the Agreement <<insert period>> of receipt by the Customer.

4.4 Without prejudice to the above, any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.3 shall incur interest on a daily basis at a rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment in full is made.

any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.3 shall incur interest on a daily basis at a rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment in full is made.

4.5 Where any sums remain unpaid in sub-Clause 4.3 the interest shall be suspended until the Customer under Clause 7 shall pay in full by the Photographer.

Where any sums remain unpaid in sub-Clause 4.3 the interest shall be suspended until the Customer under Clause 7 shall pay in full by the Photographer.

**5. Cancellation and Rescheduling**

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5.1 Without prejudice to any other provision of the Agreement, the Customer may cancel or reschedule the Photo Shoot. The following shall apply:

Without prejudice to any other provision of the Agreement pursuant to any clause, the Customer may cancel or reschedule the Photo Shoot prior to start date of the Photo Shoot. The following shall apply:

5.1.1 If the Customer cancels the Photo Shoot more than <<insert period>> ahead of the start date the Photographer shall issue a full refund of all sums paid, including the Deposit.

If the Customer cancels the Photo Shoot more than <<insert period>> ahead of the start date the Photographer shall issue a full refund of all sums paid, including the Deposit.

5.1.2 If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any balance payable on the Photo Shoot.

If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any balance payable on the Photo Shoot.

5.1.3 If the Customer cancels the Photo Shoot but more than <<insert period>> ahead of the start date the Photographer shall retain all sums paid less the Deposit.

If the Customer cancels the Photo Shoot but more than <<insert period>> ahead of the start date the Photographer shall retain all sums paid less the Deposit.

5.1.4 If the Customer cancels the Photo Shoot <<insert period>> but more than <<insert period>> ahead of the start date the Photographer shall retain all sums paid less the Deposit and shall deduct all such sums from any balance payable on the rescheduled Photo Shoot.

If the Customer cancels the Photo Shoot <<insert period>> but more than <<insert period>> ahead of the start date the Photographer shall retain all sums paid less the Deposit and shall deduct all such sums from any balance payable on the rescheduled Photo Shoot.

5.1.5 If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued.

If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued.

5.1.6 If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued. The Deposit paid shall count toward the fees and the Deposit payable on the Photo Shoot.

If the Customer cancels the Photo Shoot <<insert period>> ahead of the start date the Photographer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued. The Deposit paid shall count toward the fees and the Deposit payable on the Photo Shoot.

5.2 The Photographer shall not start the Photo Shoot at any time prior to the start date and shall refund the Deposit.

The Photographer shall not start the Photo Shoot at any time prior to the start date and shall refund the Deposit.

5.3 Where a refund is issued <<insert payment method>> within <<insert period>> of the Photo Shoot triggering such refund.

Where a refund is issued <<insert payment method>> within <<insert period>> of the Photo Shoot triggering such refund.

**6. Photography**

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6.1 The Customer shall attend the Photo Shoot within <<insert period>> of the Agreement and shall, within a

The Customer shall attend the Photo Shoot within <<insert period>> of the Agreement and shall, within a

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reasonable time prior to the Photo Shoot, specify any particular Photographs or content.

Photo Shoot, specify any particular

6.2 Subject to any special requirements set out by the Customer, the Photographer shall exercise his or her best and objective judgement when selecting equipment and deciding on the style of the Photographs, such as composition, lighting and photographic style.

requirements set out by the Customer, the Photographer shall exercise his or her best and objective judgement when selecting equipment and deciding on the style of the Photographs, such as composition, lighting and photographic style.

6.3 Subject to the nature and specific requirements of the Photo Shoot, the Photographer will take as many Photographs as they deem necessary in a view to giving the best choice of Photographs for selection by the Customer. The number of Photographs taken during the Photo Shoot shall not affect the Price payable for the Photographs.

of the Photo Shoot and the specific requirements of the Photo Shoot, the Photographer will take as many Photographs as they deem necessary in a view to giving the best choice of Photographs for selection by the Customer. The number of Photographs taken during the Photo Shoot shall not affect the Price payable for the Photographs.

6.4 Following processing of the Photographs the Photographer will make proofs available to the Customer to enable the Customer to select the Photographs they wish to purchase.

of the Photographs the Photographer will make proofs available to the Customer to enable the Customer to select the Photographs they wish to purchase.

6.5 The Photographer shall deliver the Selected Photographs to the Customer in the format(s) agreed in the Agreement, subject to the terms of the Licence granted in Clause 7.2.

of the Selected Photographs to the Customer in the format(s) agreed in the Agreement, subject to the terms of the Licence granted in Clause 7.2.

6.6 The Customer shall accept the Selected Photographs within the period of 14 days following the delivery of the Selected Photographs. The Photographer shall undertake any necessary remedial action within 14 days of being informed of any such problems.

of the Selected Photographs within the period of 14 days following the delivery of the Selected Photographs. The Photographer shall undertake any necessary remedial action within 14 days of being informed of any such problems.

6.7 Subject to the provisions of Clause 6.6, there shall be no right to reject the Selected Photographs on the basis of their composition unless a Rejection Fee has been stated in the Contract as part of the Agreement.

of the Selected Photographs, there shall be no right to reject the Selected Photographs on the basis of their composition unless a Rejection Fee has been stated in the Contract as part of the Agreement.

6.8 The Photographer shall not be liable to subcontract any of their obligations under the Agreement provided that the sub-contractors are reasonably skilled in the relevant field and that no additional charges are passed on to the Customer.

of the Agreement provided that the sub-contractors are reasonably skilled in the relevant field and that no additional charges are passed on to the Customer.

**7. Copyright and Licensing**

7.1 The Copyright in the Photographs shall remain the property of the Photographer. Subject to the contrary nothing in these Terms and Conditions shall affect the Photographer's copyright rights in the Customer.

of the Photographs shall remain the property of the Photographer. Subject to the contrary nothing in these Terms and Conditions shall affect the Photographer's copyright rights in the Customer.

7.2 A Licence granted to the Customer shall become effective on the date of delivery of the Selected Photographs to the Customer and, subject to the provisions of sub-Clause 7.4, shall continue from that date for the remainder of the life of the Photographer (as defined in the Copyright Designs and Patents Act 1988).

of the Selected Photographs shall become effective on the date of delivery of the Selected Photographs to the Customer and, subject to the provisions of sub-Clause 7.4, shall continue from that date for the remainder of the life of the Photographer (as defined in the Copyright Designs and Patents Act 1988).

7.3 The Customer must ensure that the Photographer's name is shown on or in the immediate vicinity of the Photographs which are published by the Customer. The Photographer hereby asserts their statutory right to be identified under section 9 of the Copyright Designs and Patents Act 1988 and may subsequently waive this requirement at any time.

of the Photographs which are published by the Customer. The Photographer hereby asserts their statutory right to be identified under section 9 of the Copyright Designs and Patents Act 1988 and may subsequently waive this requirement at any time.

7.4 All Licences shall be granted on a non-exclusive basis as set out in sub-Clause 7.5. The Customer shall be entitled to one Licence per Project and shall not be

of the Licences shall be granted on a non-exclusive basis as set out in sub-Clause 7.5. The Customer shall be entitled to one Licence per Project and shall not be

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Project.

or repeated use within the same

7.5 The Customer sha  
Project subject to th

the Selected Photographs in any

7.5.1 The Selecte  
are libellou  
unlawful;

be used for any purposes which  
graphic, obscene or otherwise

7.5.2 The Selecte  
service mar  
identity;

be used to form any part of a logo,  
other form of business or brand

7.5.3 The Selecte  
percentage>

count for any more than <<insert  
project in which they are used;

7.5.4 If applied to  
not occupy  
surface area

from the Selected Photographs may  
>>percentage>>% of the printed

7.5.5 Where the S  
any kind the  
copying and

be to be published on a website of  
reasonable steps to limit the ease of

7.6 The Licences shall  
shall not extend to  
to the Customer or t

Selected Photographs and Projects and  
material provided by the Photographer

7.7 The Customer may  
written permission o

Selected Photographs without the prior

7.8 The Photographer n  
or promotional ma  
Photographer or his

the Photographs in any advertising  
material is only related to the

7.9 The Licences grant  
Customer breaches

will be automatically revoked if the

8. **Insurance, Liability and In**

8.1 The Photographer s  
indemnity of £<<ins

Public liability insurance with a limit of

8.2 The Photographer s  
limit of indemnity of

Professional indemnity insurance with a

8.3 Whilst the Photogra  
Photographs delive  
Photographer provi  
such defects and a  
from the same.

reasonable endeavours to ensure that all  
be free from viruses and errors, the  
the Photographs will be free from  
loss or damage which may result

8.4 The Photographer  
any costs, liability,  
brought by any thir  
obtain any clearanc  
copyright works, tra  
that:

and harmless the Customer against  
threatened claims or proceedings  
any failure by the Photographer to  
responsible in respect of third party  
other intellectual property provided

8.4.1 It is stated in  
for obtaining

Photographer shall be responsible

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8.4.2 The Photographer shall have full control of any proceedings or such claim or threatened claim;

8.4.3 The Customer shall [at its own cost] give the Photographer all assistance of any such proceedings or negotiations;

8.4.4 Except pursuant to Clause 8.4.3, the Customer shall not pay or accept liability for any such claim, or compromise any such proceedings or negotiations, without the consent of the Photographer, which consent shall be withheld;

8.4.5 The Customer shall not do anything which would or might vitiate any policy of insurance which they may have in relation to any such claim, and the indemnity provided by the Photographer under Clause 8.4 shall not apply to the extent that the Customer has failed to do so (which the Customer shall endeavour to do);

8.4.6 The Photographer shall be entitled to, and the Customer shall indemnify the Photographer for, all damages and costs (if awarded by a court of law or agreed by the Customer or reasonably withheld) to be paid by the Customer in respect of any such claim or threatened claim; and

8.4.7 The Photographer shall be entitled to require the Customer to take such steps as may be reasonably require to mitigate or reduce any liability;

8.5 [Except in respect of any injury caused by the Photographer's negligence, and except in respect of fraudulent misrepresentation, the Photographer shall not be liable in tort (including negligence) or otherwise for any loss, damage, costs, expenses or consequential loss, special or consequential loss, arising from any act or default of the Photographer in carrying out its obligations arising out of the use by the Customer of any Photographs or services provided by the Photographer.

9. Confidentiality

9.1 Each Party undertakes to keep confidential and not disclose any information provided by sub-Clause 9.2 or as authorised in writing, and to ensure that it shall, at all times during the continuance of the Agreement, and for a period of <insert period>> years] after its termination:

9.1.1 keep confidential any information;

9.1.2 not disclose any information to any other party;

9.1.3 not use any information for any purpose other than as contemplated in the terms of the Agreement;

9.1.4 not make any disclosure in any way or part with possession of any information;

9.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or contractors shall not be a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any information to:

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9.2.1.1 any s

of that Party;

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thority or regulatory body; or

9.2.1.3 any  
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f that Party or of any of the  
es or bodies;

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Information  
such body u  
such body)  
confidentiali  
should be a  
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purposes for

for the purposes contemplated by  
limited to, the provision of the  
n each case that Party shall first  
n question that the Confidential  
pt where the disclosure is to any  
or any employee or officer of any  
ng to the other Party a written  
arty in question. Such undertaking  
in the terms of this Clause 9, to  
nfidential and to use it only for the  
made; and

9.2.2 use any Cor  
other person  
or at any tir  
fault of that  
not disclose  
knowledge.

any purpose, or disclose it to any  
it is at the date of the Agreement,  
nes, public knowledge through no  
use or disclosure, that Party must  
tial Information which is not public

9.3 The provisions of th  
terms, notwithstand

e in force in accordance with their  
Agreement for any reason.

10. **Force Majeure**

10.1 The Photographer s  
obligations where s  
their reasonable co  
limited to: power fa  
unrest, fire, flood,  
governmental action  
control of the Photo

failure or delay in performing their  
Its from any cause that is beyond  
Such causes include, but are not  
vider failure, industrial action, civil  
acts of terrorism, acts of war,  
dissimilar event that is beyond the

10.2 In the event that  
perform their oblig  
<<insert period>>.  
Agreement by writt  
termination, the P  
received or still  
disbursements whi  
liable to any thi  
Photographer's ser  
as shall be reason  
Photographer may,  
their discretion con  
from the relevant th  
in connection there

majeure the Photographer cannot  
ment for a continuous period of  
their discretion terminate the  
that period. In the event of such  
entitled to retain from the Price  
er such costs, expenses and  
s incurred or for which they are  
ion with the provision of the  
ion to the Photographer overhead  
ny balance to the Customer. The  
to, take such steps as they shall in  
ver any such costs and expenses  
ject to deduction of costs incurred  
s so recovered to the Customer.

10.3 The Photographer s  
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likely impact on the

er in writing as soon as possible if  
curs and at the same time provide  
e event is likely to continue and its  
ographer's obligations.

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11. **Term and Termination**

- 11.1 The Agreement shall terminate on the date it is signed by both Parties and the Deposit shall continue from that date, subject to the provisions of this Clause 5 and 10.
- 11.2 In the event of cancellation, the Agreement shall immediately terminate.
- 11.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 11.3.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after the due date of payment;
  - 11.3.2 the other Party is in breach of any of the provisions of the Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;
  - 11.3.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;
  - 11.3.4 the other Party is in an arrangement with its creditors or, being a company, is placed into an administration order (within the meaning of Section 86);
  - 11.3.5 the other Party is a sole trader or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to accept the terms of the Agreement imposed on that other Party under this Clause 11);
  - 11.3.6 anything is done in breach of the foregoing under the law of any jurisdiction other than that of the other Party;
  - 11.3.7 that other Party ceases to cease, to carry on business; or
  - 11.3.8 control of the other Party is exercised by any person or connected persons not named in the Agreement. For the purposes of this Clause 11, "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Income Tax Act 2010.
- 11.4 For the purposes of this Clause 11, each shall be considered capable of remedy if the Parties agree in writing to the effect that the provision in question in all respects.
- 11.5 Where the Customer terminates the Agreement under sub-Clause 11.3, the Parties shall return to the Customer the Deposit and other amounts received from the Customer, and the Customer shall not be liable for any other amount(s) payable under the Agreement.
- 11.6 The rights to terminate the Agreement given by this Clause 11 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) or any other provision of this Agreement.

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12. **Effects of Termination**

Upon the termination of the

on:

12.1 any sum owing by the Party under any of the provisions of the Agreement shall be

and payable;

12.2 all Clauses which, of their nature, relate to the period after the expiry or termination

shall remain In full force and effect;

12.3 termination shall not affect the right to damages or other remedy which the terminating Party in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination

12.4 subject as provided in any other provision of these Terms and Conditions, the Party shall be under no obligation to

effect of any accrued rights neither Party; and

12.5 each Party shall (except as otherwise provided) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

referred to in Clause 9) immediately any Confidential Information, and any documents in its possession or Confidential Information.

13. **[Data Protection**

For complete details of the collection, retention of personal data, the use of personal data is used, the rights and how to exercise them, please refer to the Privacy Policy [available from <<insert location>>].]

ection, processing, storage, and use of personal data, the purpose(s) for which it is used, details of the Customer's data sharing (where applicable), and the Privacy Policy [available from <<insert location>>].]

14. **[Data Processing**

14.1 In this Clause 14 and the Agreement, the terms "personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in the applicable legislation.

personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in the applicable legislation.

14.2 [All personal data processed by the Customer, subject to the terms and conditions of a Data Processing Agreement into which the Parties have entered, shall be processed in accordance with the applicable legislation.]

the Photographer on behalf of the Customer, subject to the terms and conditions of a Data Processing Agreement into which the Parties have entered, shall be processed in accordance with the applicable legislation.]

**OR**

14.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Legislation. Neither this Clause 14 nor the Agreement shall remove or replace any of those obligations.]

the data protection requirements set out in the Data Protection Legislation. Neither this Clause 14 nor the Agreement shall remove or replace any of those obligations.]

14.3 For the purposes of the applicable legislation and for this Clause 14 and the Agreement, the Customer is the "Data Controller" and the Photographer is the "Data Processor" and the Customer is the "Data Subject".

legislation and for this Clause 14 and the Agreement, the Customer is the "Data Controller" and the Photographer is the "Data Processor" and the Customer is the "Data Subject".

14.4 The type(s) of personal data to be processed, and the purpose(s) of the processing, shall be set out in a Schedule to the Agreement.

the type, nature and purpose of the processing shall be set out in a Schedule to the Agreement.

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14.5 The Data Controller shall place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the processing of such personal data [these Terms and Conditions] AND/OR [the Agreement].

shall place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the processing of such personal data [these Terms and Conditions] AND/OR [the Agreement].

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14.6 The Data Processor shall process the personal data processed by it in accordance with the written instructions of the Data Controller and shall not disclose or make available such personal data to any third party without the prior written consent of the Data Controller, unless prohibited from doing so by law;

shall process the personal data processed by it in accordance with the written instructions of the Data Controller and shall not disclose or make available such personal data to any third party without the prior written consent of the Data Controller, unless prohibited from doing so by law;

14.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data by law;

shall process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data by law;

14.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental or unlawful destruction, damage or loss, (b) are in place to protect the personal data from unauthorized access, disclosure, copying, use, alteration or destruction, (c) are in place to ensure the accuracy and completeness of the personal data and (d) are in place to ensure the confidentiality of the personal data; those measures shall be proportionate to the risks to the rights and freedoms of the individuals concerned; the Data Controller and the Data Processor shall agree those measures and set out in the Schedule to the Agreement;

Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental or unlawful destruction, damage or loss, (b) are in place to protect the personal data from unauthorized access, disclosure, copying, use, alteration or destruction, (c) are in place to ensure the accuracy and completeness of the personal data and (d) are in place to ensure the confidentiality of the personal data; those measures shall be proportionate to the risks to the rights and freedoms of the individuals concerned; the Data Controller and the Data Processor shall agree those measures and set out in the Schedule to the Agreement;

14.6.3 Ensure that the Data Processor and any third party to whom the Data Processor has disclosed the personal data (whether or not a Data Processor) are contractually obliged to keep the personal data confidential and secure;

Ensure that the Data Processor and any third party to whom the Data Processor has disclosed the personal data (whether or not a Data Processor) are contractually obliged to keep the personal data confidential and secure;

14.6.4 Not transfer the personal data to any third party outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

Not transfer the personal data to any third party outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

14.6.4.1

the Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;

14.6.4.2

the Data Processor has implemented appropriate safeguards for the transfer of personal data and the Data Controller has implemented appropriate safeguards for the transfer of personal data;

14.6.4.3

the Data Processor complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;

14.6.4.4

the Data Processor complies with all reasonable requirements specified in advance by the Data Controller with respect to the transfer of the personal data.

14.6.5 Assist the Data Controller to any and all reasonable requirements specified in advance by the Data Controller with respect to the transfer of the personal data, to ensure compliance with applicable data protection legislation, security, breach notification, data protection impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

Assist the Data Controller to any and all reasonable requirements specified in advance by the Data Controller with respect to the transfer of the personal data, to ensure compliance with applicable data protection legislation, security, breach notification, data protection impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

14.6.6 Notify the Data Controller of any breach of the personal data;

Notify the Data Controller of any breach of the personal data;

14.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller has provided access;

On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller has provided access;

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the Data Controller  
required to

of the Agreement unless it is  
data by law; and

14.6.8 Maintain correct  
technical and  
demonstrate  
Agreement]  
party design

records of all processing activities and  
measures implemented necessary to  
this Clause 14] **AND/OR** [the  
by the Data Controller and/or any  
other.

14.7 [The Data Processor  
to the processing  
Agreement].]

any of its obligations with respect  
[this Clause 14] **AND/OR** [the

**OR**

14.7 [The Data Processor  
contractor with respect  
14] **AND/OR** [the  
Controller (such as  
the Data Processor

at any of its obligations to a sub-  
personal data under [this Clause  
prior written consent of the Data  
Controller (where reasonably withheld). In the event that  
the Data Processor shall:

14.7.1 Enter into a  
impose upon  
upon the  
Agreement]  
Data Controller

with the sub-contractor, which shall  
same obligations as are imposed  
is [Clause 14] **AND/OR** [the  
both the Data Processor and the  
Data Controller; and

14.7.2 Ensure that  
that agreement

shall comply fully with its obligations under  
Data Protection Legislation.]

14.8 Either Party may, at  
<<insert period, e.g. 30 calendar  
>> notice, amend  
replacing them with  
that form part of a  
when replaced by a

at <<insert period, e.g. 30 calendar  
>> provisions of the Agreement,  
processing clauses or similar terms  
of a similar scheme. Such terms shall apply  
to the Agreement.]

**15. No Waiver**

No failure or delay by either  
Party shall be deemed to be a waiver  
of any provision of the Agreement  
breach of the same or any

of its rights under the Agreement  
waiver by either Party of a breach  
to be a waiver of any subsequent

**16. Further Assurance**

Each Party shall execute  
deeds, documents and things as  
may be necessary to carry  
the Agreement into full force and effect.

deeds, documents and things as  
may be necessary to carry  
the Agreement into full force and effect.

**17. Costs**

Subject to any provisions  
own costs of and incidental  
into effect of the Agreement

Party to the Agreement shall pay its  
own costs of preparation, execution and carrying  
out the Agreement.

**18. Set-Off**

Neither Party shall be entitled  
to set-off or sums received in respect  
of any agreement at any time.

in any manner from payments due  
under the Agreement or any other

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19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party may assign (with or without charge) or sub-license, sub-contract or otherwise transfer any of its rights or obligations thereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

19.2 [[Subject to the provisions of sub-Clause 19.1, the Party entitled to perform the obligations under the Agreement may, if a member of his group, assign or sub-contract any act or omission required for the purposes of the Agreement to a member of the same group or to a Photographer.]

Assignment is personal to the Parties. The Party shall not assign (with or without charge) (otherwise than by floating charge) or sub-license, sub-contract or otherwise transfer any of its rights thereunder, or its obligations thereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

[The Party] OR [The] Photographer shall be entitled to perform the obligations under the Agreement undertaken by him through any other member of his group, if a member of his group, qualified and skilled sub-contractors. Any act or omission required for the purposes of the Agreement to be an act or omission of the Photographer.]

20. **Time**

[The Parties agree that all the terms and conditions of the Agreement shall be of the essence of the Agreement.]

**OR**

[The Parties agree that the terms and conditions of the Agreement are for guidance only and are not intended to be binding on the Parties unless they are agreed in mutual agreement between the Parties.]

all the terms and conditions of the Agreement shall be of the essence of the Agreement.]

The terms and conditions of the Agreement are for guidance only and are not intended to be binding on the Parties unless they are agreed in mutual agreement between the Parties.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the contractual relationship expressly provided in the Agreement.

22. **Non-Solicitation**

22.1 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was at any time in relation to the Agreement engaged by the other Party at the express written consent of that Party].

Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was at any time in relation to the Agreement engaged by the other Party at the express written consent of that Party].

22.2 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement which would cause damage to the other Party [without the express written consent of that Party].

Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement which would cause damage to the other Party [without the express written consent of that Party].

23. **Third Party Rights**

No part of the Agreement shall be deemed to confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

No part of the Agreement shall be deemed to confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

24. **Notices**

24.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the notice.

All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the notice.

24.2 Notices shall be deemed to have been given:

if given:

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24.2.1 when delivered by a registered messenger or other messenger (including a registered messenger) outside business hours of the recipient; or

24.2.2 when sent, by registered mail, and a successful return receipt is generated; or

24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail.

In each case notice shall be given to the most recent address or e-mail address notified to the Party.

or other messenger (including a registered messenger) outside business hours of the recipient; or

and a successful return receipt is generated; or

g mailing, if mailed by national ordinary mail.

the most recent address or e-mail address notified to the Party.

25. **Entire Agreement**

25.1 [[Subject to the provisions of this Agreement, the entire agreement between the Parties and may not be modified or amended by any authorised representative of either Party.

] OR [The] Agreement contains the entire agreement with respect to its subject matter and shall be deemed to be incorporated in writing signed by the duly authorised representative of each Party.

25.2 Each Party acknowledges that in entering into the Agreement, it does not rely on any representation or warranty provided in the Agreement, except as expressly provided in the Agreement, and implied by statute or common law.

into the Agreement, it does not rely on any representation or warranty provided in the Agreement, except as expressly provided in the Agreement, and implied by statute or common law.

26. **Counterparts**

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts so executed and delivered shall be deemed to constitute one and the same agreement.

of counterparts and by the Parties to it on separate counterparts, and all such counterparts so executed and delivered shall be deemed to constitute one and the same agreement.

27. **Severance**

In the event that one or more provisions of the Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement and the remainder of the Agreement shall remain valid and enforceable.

of the Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement and the remainder of the Agreement shall remain valid and enforceable.

28. **Dispute Resolution**

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

28.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.

do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.

28.3 [If the ADR procedure under clause 28.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for arbitration by either Party.

28.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for arbitration by either Party.

28.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for arbitration by either Party.

28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for arbitration by either Party.

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the appointment of  
that may be require

ors and for any decision on rules

28.5 Nothing in this Cl  
applying to a court f

either Party or its affiliates from  
f.

28.6 The decision and o  
Clause 28 shall [no

od of dispute resolution under this  
both Parties.

29. **Law and Jurisdiction**

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29.1 These Terms and  
contractual matters  
shall be governed b  
and Wales.

Agreement (including any non-  
herefrom or associated therewith)  
ordance with, the laws of England

29.2 Subject to the provi  
or claim between t  
Agreement (includi  
therefrom or associ  
of England and Wa

dispute, controversy, proceedings  
ese Terms and Conditions or the  
matters and obligations arising  
within the jurisdiction of the courts

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