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VIDEOGRAPHY CONTRACT (B2B)

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**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Videographer>> d in <<Country of Registration>>  
under number <<Company whose registered office is at] **OR**  
[of] <<insert Address>> ("the
- (2) <<Name of Customer>> [a <<Country of Registration>> under  
number <<Company Regi se registered office is at] **OR** [of]  
<<insert Address>> ("the C

**WHEREAS:**

- (1) The Videographer is a free specialising in <<insert description of  
type of video shoot / events to business clients.
- (2) The Customer wishes to her's services for <<insert brief  
description of video shoot the terms and conditions of this  
Agreement.

**IT IS AGREED** as follows:

1. **Definitions and Interpretation**

- 1.1 In this Agreement otherwise requires, the following  
expressions have the

**"Business Day"**

er than Saturday or Sunday) on  
s are open for their full range of  
<<insert location>>;

**"Confidential Information"**

either Party, information which is  
y by the other Party pursuant to  
the Agreement (whether orally or  
r medium, and whether or not the  
sly stated to be confidential or

**"Data Protection  
Legislation"**

legislation in force from time to  
ngdom applicable to data  
y including, but not limited to, the  
ed EU law version of the General  
ulation ((EU) 2016/679), as it  
of England and Wales, Scotland,  
by virtue of section 3 of the  
hdrawal) Act 2018); the Data  
(and regulations made  
Privacy and Electronic  
gulations 2003 as amended;

**"Deposit"**

ble in advance of the Video Shoot  
detailed in Schedule 2;

**"Expenses"**

(not overheads) incurred by the  
ct connection with and attributable  
out of the Videographer's

**“Licence”**

**“Order”**

**“Video”**

**“Video Shoot”**

**“Price”**

**“Project”**

**“Quotation”**

**“Rejection Fee”**

**“Royalty Fees”**

**“Selected Videos”**

**“Videographer’s Service”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat

1.2.2 a statute or  
provision as

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exclusive, perpetual, [non-]  
granted by the Videographer to  
Clause 7 to use the Selected  
al purposes within a Project;

’s order, as set out in Schedule 1  
list of the information included in

and videographic item to be  
omer (including any soundtrack  
any format on any physical  
y such item which the  
or makes available to the  
ernet or other electronic means;

ved in shooting to provide the  
basis of one or more completed  
and off site preparation  
editing or other post-shooting  
s to the start date of the Video  
ne date on which the  
oot or begin to shoot that material;

le for the Video Shoot itself which  
ected Videos;

se to which the Customer intends  
eos;

submitted by the Videographer in  
er previously submitted by the  
e date of this Agreement setting  
osit, Price and any anticipated

d and set out in Schedule 2 which  
he Customer in the event that the  
o reject the Videos entirely;

ble on a per-Project basis for the  
ected Videos;

plied to the Customer after the  
ved the final versions proposed by  
ich shall be licensed under this

provided by the Videographer  
t the Video Shoot, and the  
nd completion of Videos.

reference in this Agreement to:

on, includes a reference to any  
transmission or similar means;

e is a reference to that statute or  
at the relevant time;

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- 1.2.3 "this Agreement" shall mean this Agreement and each of the Schedules attached hereto at the relevant time;
- 1.2.4 a Schedule inserted into this Agreement a Clause or paragraph is a reference to that Clause or paragraph; and
- 1.2.5 a "Party" or "Parties" shall mean the parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## 2. Orders

- 2.1 The Customer's Order shall contain the following information is detailed in full in Schedule 1 of this Agreement
- 2.1.1 <<Insert details of Video Shoot>>
- 2.1.2 <<Insert details of Video Shoot>>
- 2.1.3 <<Insert details of Video Shoot>>
- 2.1.4 <<Insert details of Video Shoot>>
- 2.1.5 <<Insert details of Video Shoot>>
- 2.1.6 <<Insert details of Video Shoot>>
- 2.1.7 <<Insert details of Video Shoot>>
- 2.1.8 <<Insert details of Video Shoot>>
- 2.2 The Order submitted by the Customer and any Quotation submitted by the Videographer prior to the execution of the Order are hereby deemed to be replaced by the details set out in Schedules 1 and 2. The signature of both Parties of this Agreement and the signature of the Videographer prior to their signature of this Agreement are all signed in the presence of the other party to this Agreement and its Schedules.
- 2.3 The Customer hereby agrees to pay the anticipated Expenses set out in Schedule 2 do not include the anticipated Expenses which may be reasonably incurred, nor do they include the anticipated Fees which may be payable for Selected Videos.

## 3. Deposit

- 3.1 At the time of signing this Agreement, the Customer shall pay the Deposit. When the Deposit has been paid, the Customer shall promptly provide a receipt for it.
- 3.2 If the Deposit is not paid within the period above period, it shall cease to be payable from the execution of this Agreement shall be deemed to be cancelled (but not without liability to the other as a result). If the Deposit is paid, the Videographer shall return it to the Customer.
- 3.3 Subject to the cancellation of this Agreement in Clause 5, the Deposit shall be non-refundable.

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- 4.1 The Price for the Vi [REDACTED] Schedule 2 of this Agreement.

- 4.2 The Videographer shall invoice the Customer [on completion of the Videographer's Services or on completion of the Video Shoot] for the Price (including the Depreciation of the Video Equipment) and the License Fees incurred during the Video Shoot (where applicable) and the Liability Fees payable for the Selected Videos.

- 4.3 Any and all invoices submitted to the Customer under the Agreement must be submitted within the period>> of receipt by the Customer.

- 4.4 Without prejudice to the above, any sums which remain unpaid following the expiry of the period specified in sub-Clause 4.3 shall incur interest on a daily basis at a rate of            % above the base rate of            until payment in full is made.

- 4.5 Where any sums referred to in sub-Clause 4.3 shall become due after the expiry of the time period set out in sub-Clause 4.3 the payment by the Customer under Clause 7 shall be suspended until payment in full by the Videographer.

## 5. Cancellation and Resche

- 5.1 Without prejudice to any other provision of this Agreement, either party may cancel or reschedule the Video Shoot at any time. The following shall apply to cancellation:

- 5.1.1 If the Customer shoots more than <<insert period>> ahead of the Shoot the Videographer shall issue a full refund of the Deposit.

- 5.1.2 If the Customer shall pay the Videographer more than <<insert period>> after the date of the Video Shoot, the Videographer shall retain all sums paid, including sums retained, and shall deduct all such sums from any balance payable to the Customer for the Video Shoot.

- 5.1.3 If the Customer does not show up to shoot less than <<insert period>> but more than <<insert period>> ahead of the start date the Videographer will be paid less the Deposit.

- 5.1.4 If the Customer fails to pay the fee for the Video Shoot less than <<insert period>> but more than <<insert period>> ahead of the start date the Videographer shall retain the fee less the Deposit and shall deduct all sums due from the fee. The balance payable on the rescheduled Video Shoot shall be payable on the rescheduled Video Shoot.

- 5.1.5 If the Customer does not shoot less than <<insert period>> ahead of the Competition, the Competition shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued.

- 5.1.6 If the Customer cancels the Video Shoot less than <<insert period>> ahead of the scheduled date, the Videographer shall retain all sums paid and any refund shall become immediately payable. No refund shall be paid will count toward the fees and Deposit paid for the Video Shoot.

- 5.2 The Videographer [REDACTED] shoot at any time prior to the start

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- date and shall refund the Deposit.
- 5.3 Where a refund is required, it shall be paid by <<insert payment method>> within <<insert number>> Business Days of the event triggering such refund.
6. **Videography**
- 6.1 The Customer shall provide the subject matter of the Video Shoot within <<insert period>> of the Agreement and shall, within a reasonable time prior to the Video Shoot, specify any particular Videos or composite Videos.
- 6.2 Subject to any specific requirements set out by the Customer, the Videographer shall exercise his/her own judgement when selecting equipment and deciding on the videographic style, such as composition, lighting and camera movement.
- 6.3 Subject to the nature of the shoot and the specific reasonable requirements of the Customer, the Videographer will shoot as much video material as he deems necessary to give the Customer the best choice when editing and completing the final version to be supplied to the Customer. The amount of video material shot shall not affect the Price payable by the Customer.
- 6.4 Following editing and completion of the proposed final version of the Videos the Videographer will make available to the Customer to enable the Customer to either approve them or request changes to be supplied to the Customer or to request a new shoot. Any changes to be made by the Videographer shall be made by the Videographer at the discretion of the Videographer to the Customer.
- 6.5 The Videographer shall deliver the final edited Videos to the Customer in the format(s) agreed, subject to the Licence granted in Clause 7.
- 6.6 The Customer shall provide the subject matter of the proposed final version of the Videos to be supplied to inform the Videographer of any changes which are requested during the request.
- 6.7 Subject to the provision of the Agreement, there shall be no right to reject the Videos on the basis of the Customer's request unless any Rejection Fee set out in Schedule 2 is paid.
- 6.8 The Videographer shall not be responsible for 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.
- 6.9 [Whilst the Videographer shall strive to provide the best quality of video material possible, the quality of the material may be adversely affected by certain unavoidable factors such as weather conditions and level of indoor and outdoor lighting equipment used).]
- 6.10 [It will not be the responsibility of the Videographer to obtain any consents, permissions, licence or authorizations necessary where:
- 6.10.1 any Video or audio material includes or may include any live musical performance or other copyrighted material; or
- 6.10.2 the same are required in order to carry out the Video Shoot.

- Accordingly, it shall be the responsibility to obtain the same.]
- 6.11 [The Customer must ensure that the Videographer has access to all relevant parts of the venue for at least <<insert number of hours>> hours before the Videographer's arrival].
7. **Copyright and Licensing**
- 7.1 The Copyright in the Videos created by the Videographer shall remain the property of the Videographer. Subject to a written agreement to the contrary nothing in this Agreement shall affect the position.
- 7.2 All Licences granted by the Videographer following delivery of the Videos shall continue from that date for the duration of copyright in the Videos (plus 70 years under the Copyright Designs and Patents Act 1988).
- 7.3 The Customer must ensure that the Videographer's name is shown on or in the Videos which are published by the Customer. The Videographer asserts their statutory right to be identified under Section 77 of the Copyright Designs and Patents Act 1988. The Videographer may 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 not be required to pay remuneration for repeated use within the same Project.
- 7.5 The Customer shall ensure that the Selected Videos in any Project are subject to the following restrictions:
- 7.5.1 The Selected Videos shall not be used for any purposes which are defamatory, libellous, defamatory, obscene or otherwise unlawful;
- 7.5.2 The Selected Videos shall not be used to form any part of a logo, service mark or other form of business or brand identity;
- 7.5.3 The Selected Videos shall not be used for any more than <<insert percentage>> of the total number of Projects in which they are used; and
- 7.5.4 Where the Selected Videos are to be available for viewing on a website the Customer must take reasonable steps to ensure that the Videos do not limit the ease with which they can be accessed.
- 7.6 The Licences shall not extend to the reproduction of the Selected Videos and Projects and (stills) material provided by the Videographer to the Customer for the Projects.
- 7.7 The Customer may not use the Selected Videos without the prior written permission of the Videographer.
- 7.8 The Videographer shall not use the Videos in any advertising or promotional material which is only related to the Videographer or his business.
- 7.9 The Licences granted by the Videographer shall be automatically revoked if the Customer breaches any of the restrictions set out in sub-Clause 7.5.

## 8. Insurance, Liability and Indemnity

- 8.1 The Videographer shall maintain and keep in force adequate liability insurance with a limit of indemnity of £<<ins>>.
- 8.2 The Videographer shall maintain and keep in force adequate professional indemnity insurance with a limit of indemnity of £<<ins>>.
- 8.3 Whilst the Videographer endeavours to ensure that all Videos delivered in accordance with the Terms shall be free from viruses and errors, the Videographer provides no warranty that the Videos will be free from such viruses and errors or damage which may result from their use.
- 8.4 The Videographer shall hold harmless the Customer against any costs, liability, damages or expenses incurred or threatened claims or proceedings brought by any third party in respect of any failure by the Videographer to obtain any clearance or permission in respect of third party copyright works, trade marks or other intellectual property provided that:
- 8.4.1 It is stated in writing by the Customer that the Videographer shall be responsible for obtaining such clearance or permission.
- 8.4.2 The Videographer shall have full control of any proceedings or negotiations in respect of such claim or threatened claim;
- 8.4.3 The Customer shall [at its own cost] give the Videographer all assistance and information in respect of any such proceedings or negotiations.
- 8.4.4 Except pursuant to the Terms, the Customer shall not pay or accept any such costs, liability, damages or expenses or proceedings or such consent without the consent of the Videographer, which consent may be withheld;
- 8.4.5 The Customer shall not do anything which would or might vitiate any policy of insurance which the Customer may have in relation to any such claim or threatened claim and the indemnity provided by the Videographer pursuant to 8.4 shall not apply to the extent that the Customer is insured under any such policy or cover (which the Customer shall endeavour to do);
- 8.4.6 The Videographer shall be liable to, and the Customer shall be entitled to, recover from the Videographer for, all damages and costs (if any) awarded by a court of competent jurisdiction or agreed by the Customer (which agreement shall not be unreasonably withheld) to be paid by the Videographer in respect of any claim or threatened claim; and
- 8.4.7 The Videographer shall not be required to require the Customer to take any steps which are not reasonably require to mitigate or reduce any loss or damage.
- 8.5 [Except in respect of any claim or threatened claim caused by the Videographer's negligence, and except in respect of any claim or threatened claim caused by fraudulent misrepresentation, the Videographer shall not be liable to, and the Customer shall not be entitled to, recover from the Videographer for, any claim or threatened claim in tort (including negligence) or contract, special or consequential loss, damages or costs, expenses or proceedings arising from any act or default of the Videographer in the performance of the Videographer's obligations arising from the use by the Customer of any Videos or services provided by the Videographer.



## 9. Confidentiality

- 9.1 Each Party undertakes not to disclose or use any Confidential Information provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for the period of [insert period] years] after its termination:
- 9.1.1 keep confidential the Confidential Information;
  - 9.1.2 not disclose the Confidential Information to any other party;
  - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
  - 9.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;
  - 9.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or other third parties, which, if done by that Party, would 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 Confidential Information to:
    - 9.2.1.1 any subsidiary or associate of that Party;
    - 9.2.1.2 any government, authority or regulatory body; or
    - 9.2.1.3 any other person or body of that Party or of any of the subsidiaries or associates or bodies; orprovided that the disclosure is for the purposes contemplated by this Agreement and is limited to, the provision of the Confidential Information required by law. In each case that the Party or body in question that the Confidential Information is confidential and (except where the disclosure is required under sub-Clause 9.2.1.2 or any other law) obtaining and submitting to the other Party any undertaking from the party in question. Such disclosure shall be as nearly as practicable in the terms of this Agreement and to use the Confidential Information confidential for which the disclosure is made;
  - 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, if it is at the date of this Agreement, already in the public domain, or has become public knowledge through no fault of that Party, or, in the case of use or disclosure, that Party must ensure that the Confidential Information which is not public knowledge is kept confidential.
- 9.3 The provisions of this Clause shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

## 10. Force Majeure

- 10.1 The Videographer shall be relieved of their obligations where such failure or delay is caused by their reasonable commercial efforts from any cause that is beyond their control. Such causes include, but are not limited to: power failure, natural disaster, provider failure, industrial action, civil unrest, fire, flood, terrorism, acts of war, acts of terrorism, acts of war, or any other dissimilar event that is beyond the control of the Videographer.

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control of the Video

- 10.2 In the event that the Customer cannot perform their obligation under this Agreement by written notice of termination, the Videographer shall be entitled to retain from the Price the amount of any such costs, expenses and disbursements which the Customer is liable to any third party in connection with the Videographer's services, as shall be reasonable in the circumstances. The Videographer may, in its discretion, recover from the relevant third party the amount in connection therewith.

- 10.3 The Videographer shall provide the Customer in writing as soon as possible if and when any such event occurs and at the same time provide an estimate to the Customer of the likely impact on the Customer's obligations.

## 11. Term and Termination

- 11.1 This Agreement shall commence on the date it is signed by both Parties and the Deposit shall be paid in accordance with the provisions of this Agreement.

- 11.2 In the event of cancellation of this Agreement shall immediately terminate.

- 11.3 Either Party may terminate this Agreement by giving written notice to the other Party.

- 11.3.1 any sum owed by the Customer to the Videographer under any of the provisions of this Agreement shall be paid within <<insert period>> Business Days of the date of the breach;

- 11.3.2 the other Party shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

- 11.3.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of the other Party, shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

- 11.3.4 the other Party shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

- 11.3.5 the other Party shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

- 11.3.6 anything and all the foregoing under the law of any jurisdiction shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

force majeure the Videographer cannot perform their obligation under this Agreement for a continuous period of <<insert period>> days, the Customer may, in its discretion, terminate this Agreement by written notice of termination, the Videographer shall be entitled to retain from the Price the amount of any such costs, expenses and disbursements which the Customer is liable to any third party in connection with the provision of the services to the Videographer overhead, as shall be reasonable in the circumstances. The Videographer may, in its discretion, recover from the relevant third party the amount in connection therewith.

force majeure the Videographer cannot perform their obligation under this Agreement for a continuous period of <<insert period>> days, the Customer may, in its discretion, terminate this Agreement by written notice of termination, the Videographer shall be entitled to retain from the Price the amount of any such costs, expenses and disbursements which the Customer is liable to any third party in connection with the provision of the services to the Videographer overhead, as shall be reasonable in the circumstances. The Videographer may, in its discretion, recover from the relevant third party the amount in connection therewith.

the date it is signed by both Parties and the Deposit shall be paid in accordance with the provisions of this Agreement.

this Agreement shall immediately terminate.

this Agreement by giving written notice to the other Party.

the other Party under any of the provisions of this Agreement shall be paid within <<insert period>> Business Days of the date of the breach;

breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

, or where the other Party is a company, a charge, or any of the property or assets of the other Party, shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

arrangement with its creditors or, or where the other Party is a company, a charge, or any of the property or assets of the other Party, shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purpose of reconstruction or re-construction and in such case the other Party shall therefrom effectively agree to be bound by or subject to the provisions imposed on that other Party under the law of any jurisdiction shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

foregoing under the law of any jurisdiction shall be deemed to be in breach of any of the provisions of this Agreement if it fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to be remedied;

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11.3.7 that other Party  
11.3.8 control of the  
persons not  
Agreement.  
“connected”  
Sections 112

to cease, to carry on business; or  
red by any person or connected  
other Party on the date of the  
this Clause 11, “control” and  
the meanings ascribed thereto by  
of the Corporation Tax Act 2010.

11.4 For the purposes of  
of remedy if the Party  
respects.

each shall be considered capable  
with the provision in question in all

11.5 Where the Customer  
Clause 11.3, the Vendor  
other amounts received  
Customer shall not  
Agreement.

terminates this Agreement under sub-  
to the Customer the Deposit and  
from the Customer, and the  
amount(s) payable under this

11.6 The rights to terminate  
prejudice any other  
concerned (if any) of

given by this Clause 11 shall not  
Party in respect of the breach

## 12. Effects of Termination

Upon the termination of this

on:

12.1 any sum owing by the  
Agreement shall be

under any of the provisions of this  
and payable;

12.2 all Clauses which, except  
the expiry or termination

their nature, relate to the period after  
shall remain in full force and effect;

12.3 termination shall not  
which the terminating  
termination or any  
may have in respect  
before the date of termination

right to damages or other remedy  
respect of the event giving rise to the  
or other remedy which any Party  
Agreement which existed at or

12.4 subject as provided in  
Agreement, and except  
under any further obligation

under any other provision of this  
accrued rights neither Party shall be

12.5 each Party shall (each  
cease to use, either  
shall immediately release  
control which contains

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  
retention of personal data  
personal data is used, the  
rights and how to exercise  
please refer to the Vendor  
location>>].]

collection, processing, storage, and  
related to, the purpose(s) for which  
using it, details of the Customer's  
data sharing (where applicable),  
Notice [available from <<insert

14. **[Data Processing**

14.1 In this Clause 14, “data controller”, “data processor”, and “personal data” shall have the meaning defined in the Data Protection Legislation.

14.2 [All personal data processed by the Videographer on behalf of the Customer under the terms of a Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to

**OR**

14.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Legislation. Clause 14 shall not relieve either Party of any obligation under the Data Protection Legislation and shall not remove or replace a

14.3 For the purposes of the Data Protection Legislation and for this Clause 14 and the Agreement, the Customer is the “Data Controller” and the Videographer is the “Data Processor”.

14.4 The type(s) of personal data to be processed, and the purposes for which the data is to be processed, are set out in Schedule 3.

14.5 The Data Controller shall ensure that all necessary consents are in place for the transfer of personal data to the Data Processor for the purposes set out in the Agreement.

14.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions set out in this Agreement:

14.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the data by law. The Data Processor shall promptly notify the Data Controller if it is unable to comply with such instructions unless prohibited from doing so by law.

14.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from loss, destruction, accidental loss, damage or disclosure; (b) are proportionate to the risks to the data subjects; (c) are appropriate to the nature of the data, the scope of the processing, the context of the processing and the cost of implementing those measures; and (d) are set out in the Schedule to the Agreement.

14.6.3 Ensure that all persons who have access to the personal data (whether or not they are employees of the Customer) are contractually obliged to keep the data confidential and to use it only for the purposes for which it is processed.

14.6.4 Not transfer personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the transfer is necessary for the purposes set out in the Agreement.

14.6.4.1

14.6.4.2

14.6.4.3

“data controller”, “data processor”, and “personal data” shall have the meaning defined in the Data Protection Legislation.

the Videographer on behalf of the Customer under the terms of a Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to

the data protection requirements set out in the Data Protection Legislation. Clause 14 shall not relieve either Party of any obligation under the Data Protection Legislation and shall not remove or replace a

Legislation and for this Clause 14 and the Agreement, the Customer is the “Data Controller” and the Videographer is the “Data Processor”.

the type, nature and purpose of the processing, and the purposes for which the data is to be processed, are set out in Schedule 3.

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all personal data processed by it in accordance with the instructions set out in this Agreement:

the written instructions of the Data Controller unless it is otherwise required to process the data by law. The Data Processor shall promptly notify the Data Controller if it is unable to comply with such instructions unless prohibited from doing so by law.

appropriate technical and organisational measures (a) are in place to protect the personal data from loss, destruction, accidental loss, damage or disclosure; (b) are proportionate to the risks to the data subjects; (c) are appropriate to the nature of the data, the scope of the processing, the context of the processing and the cost of implementing those measures; and (d) are set out in the Schedule to the Agreement.

access to the personal data (whether or not they are employees of the Customer) are contractually obliged to keep the data confidential and to use it only for the purposes for which it is processed.

outside of the European Economic Area without the prior written consent of the Data Controller and only if the transfer is necessary for the purposes set out in the Agreement.

and/or the Data Processor has/have appropriate safeguards for the transfer of personal data outside of the European Economic Area.

data subjects have enforceable rights and remedies; and

the Data Processor complies with its obligations under the Data Protection Legislation.

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regulation, providing an adequate level of protection for any and all personal data so

the Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection of the personal data.

At the Data Controller's cost, in responding to requests or subjects in ensuring its compliance with the applicable law with respect to security, breach notification and consultations with supervisory authorities, but not limited to, the Information Commissioner.

Without undue delay of a personal data breach;

On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller unless it is required to retain the data by law; and

Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 14 and to allow for audits by the Data Controller or designated by the Data Controller.

any of its obligations with respect to the processing of personal data under Clause 14.]

At any time, the Data Controller may assign any of its obligations to a sub-processor of personal data under this Clause with the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a

the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 14 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

14.7.2 Ensure that the Data Processor complies fully with its obligations under applicable data protection legislation.

14.8 Either Party may, at any time, upon notice, all provisions of this Agreement, including the processing clauses or similar terms shall apply to the Data Processor. Such terms shall apply to the Data Processor.

of its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement to be a waiver of any subsequent breach of the same or any

14.6.4.4

14.6.5 Assist the Data Controller to any and all requests with the Data Controller's notifications, requests and consultations with supervisory authorities or the Information Commissioner.

14.6.6 Notify the Data Controller of a breach;

14.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller unless it is required to retain the data by law; and

14.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 14 and to allow for audits by the Data Controller or designated by the Data Controller.

14.7 [The Data Processor shall comply with its obligations to the processing of personal data under Clause 14.]

OR

14.7 [The Data Processor shall assign any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 14 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a

14.7.1 Enter into a sub-processing agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 14 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

14.7.2 Ensure that the Data Processor complies fully with its obligations under applicable data protection legislation.

14.8 Either Party may, at any time, upon notice, all provisions of this Agreement, including the processing clauses or similar terms shall apply to the Data Processor. Such terms shall apply to the Data Processor.

## 15. No Waiver

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement to be a waiver of any subsequent breach of the same or any

16. **Further Assurance**

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

17. **Costs**

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

18. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of this Agreement at any time from payments due under this Agreement or any other agreement.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party may assign (otherwise than by floating charge) or sub-license any of its rights thereunder, or subcontract or otherwise transfer its 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 hereunder may employ a member of his group or company to perform the obligations. Any act or omission of such member shall, for the purposes of this Agreement, be an act or omission of the Videographer.]

20. **Time**

[The Parties agree that all time periods specified in this Agreement shall be of the essence of this Agreement.]

**OR**

[The Parties agree that the time periods specified in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.]

21. **Relationship of the Parties**

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

22. **Non-Solicitation**

22.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was previously engaged by the other Party at the time of termination of this Agreement without the express written consent of that Party].

22.2 Neither Party shall, for a period of <<insert period>> after its termination of this 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 this Agreement shall create or confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24. **Notices**

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

24.2 Notices shall be deemed to have been given:

24.2.1 when delivered in person to the addressee or other messenger (including a courier) during business hours of the recipient; or

24.2.2 when sent, by email, to the addressee and a successful return receipt is generated; or

24.2.3 on the fifth business day after posting by ordinary mailing, if mailed by national or international express delivery.

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

25. **Entire Agreement**

25.1 [[Subject to the provisions of this Agreement, this Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified orally.] **OR** [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified orally by any authorised representative of either Party.]

25.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty made by the other Party except as expressly provided in this Agreement. The Parties agree that all conditions, warranties or other terms implied by statute or common law shall be excluded to the fullest extent permitted by law.

26. **Counterparts**

This Agreement may be executed in multiple counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

27. **Severance**

In the event that one or more provisions of this 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 this 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 this Agreement through negotiations by their appointed representatives who have the authority to settle the dispute.

28.2 [If negotiations under 28.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

28.3 [If the ADR procedure under 28.2 does not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

within <<insert period>> of time, or if either Party will not participate in the 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 by the Parties. In the event that the Parties are unable to agree on the seat of the arbitration, the President or Deputy President for the time being of the Chartered Institute of Arbitrators may, upon giving written notice to the Parties, apply to the President or Deputy President for the appointment of the seat of the arbitration that may be required.

28.5 Nothing in this Clause shall prevent either Party from applying to a court for an order in relation to the arbitration.

28.6 The Parties hereby agree that the outcome of the final method of dispute resolution under this Agreement shall be final and binding on both Parties.

## 29. Law and Jurisdiction

29.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

29.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been signed and sealed before written.

SIGNED by  
<<Name and Title of person signing>>  
for and on behalf of <<Videographer>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>  
for and on behalf of <<Customer's name>>

In the presence of  
<<Name & Address of Witness>>

that procedure, or if either Party will not participate in the dispute may be referred to the 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 by the Parties. In the event that the Parties are unable to agree on the seat of the arbitration, the President or Deputy President for the time being of the Chartered Institute of Arbitrators may, upon giving written notice to the Parties, apply to the President or Deputy President for the appointment of the seat of the arbitration that may be required.

28.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an order in relation to the arbitration.

28.6 The Parties hereby agree that the outcome of the final method of dispute resolution under this Agreement shall be final and binding on both Parties.

29.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

29.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

executed the day and year first



**Order**

<<Insert full details of the Customer order>>

**Price**

<<Insert full pricing details>>

**Deposit**

<<Insert Deposit details>>

**Rejection Fee**

£<<Insert amount of fee>>

**Anticipated Expenses**

<<Insert details>>

**[Clearances**

For the purpose of sub-Clause 8.4 [The Customer shall be responsible for the clearances referred to in sub-Clause 8.4. The Videographer shall be responsible for the clearances referred to in sub-Clause 8.5.]

**1. Data Processing****Scope**

<<Insert description of the scope of data processing to be carried out>>.

**Nature**

<<Insert description of the nature of data processing to be carried out>>.

**Purpose**

<<Insert description of the purpose of data processing to be carried out>>.

**Duration**

<<Insert details of the duration of data processing>>.

**2. Types of Personal Data**

<<List the types of personal data to be processed>>.

**3. Categories of Data Subject**

<<List the categories of data subject to be processed>>.

**4. Organisational and Technical Measures**

<<Describe the organisational and technical measures to be implemented as referenced in sub-Clause 14.6.2>>.