

## VIDEOGRAPHER'S STANDARD CONDITIONS

### BACKGROUND:

These Terms and Conditions shall apply to the relationship between the Videographer (<<Insert name of Videographer>> ("the Videographer")) as a freelance videographer and its customers wishing to obtain the Videographer's Services and to achieve their commercial purposes.

### 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 Agreement"**

the written agreement in writing for the provision of the Services signed by the Customer and the Videographer which incorporates these Terms and Conditions by reference or quotation;

**"Business Day"**

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

**"Confidential Information"**

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

**"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 thereunder, the Privacy and Electronic Communications Regulations 2003 as amended;

**"Customer"**

the person or entity who requires the Videographer's Services pursuant to these Terms and Conditions;

**"Expenses"**

the costs (not overheads) incurred by the Videographer in direct connection with and attributable to the provision of the Videographer Services;

**"Licence"**

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

**"Order"**

the order provided for the Customer to submit to the Videographer to acquire the Videographer's Services pursuant to Clause 2 of these Terms and



**“Video”**

**“Video Shoot”**

**“Price”**

**“Project”**

**“Rejection Fee”**

**“Royalty Fees”**

**“Selected Videos”**

**“Videographer’s Service”**

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- 1.4 Words imparting the gender 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 Videographer will accept the Order for the Videographer's Services through <<insert methods e.g. by fax, email etc.>>.
- 2.2 When placing an Order, the Customer must set out the following information:
- 2.2.1 <<Insert details of the Shoot>>
- 2.2.2 <<Insert details of the duration of Video Shoot>>
- 2.2.3 <<Insert details of the location of the Shoot>>
- 2.2.4 <<Insert details of the type of Shoot>>
- 2.2.5 <<Insert details of the conditions of rejection and Rejection Fee>>
- 2.2.6 <<Insert details of the liability of the Videographer and/or Customer for obtaining clearance for the Shoot covered by Clause 6.10 >>
- 2.2.7 <<Insert details of the conditions of payment>>
- 2.2.8 <<Insert details of the conditions of delivery>>
- 2.3 [The Videographer shall provide prompts for the Customer to complete the Order form to the Customer which shall contain all information required by the Videographer.]
- 2.4 Once the Customer has submitted the Order, the Videographer shall prepare and submit 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 only for the Shoot but also for Selected Videos and any other costs. The Customer shall confirm which particular information contained in the Order form is accepted for the purpose of the Quotation.
- 2.5 The Customer may amend the Order by telephone, email or first class post, and the Videographer shall accept the Order with the Agreement for signature. The Customer shall submit to the Videographer any changes to anything submitted in the Quotation prior to acceptance and if they do so, the Videographer shall accept the Quotation with amendments or if the Customer is not willing to amend the original Quotation.
- 2.6 No Order, Quotation or Agreement shall give rise to any binding agreement between the Parties until it is signed by both Parties.
- 2.7 A binding agreement shall exist between the Parties from the date when an Agreement is signed by both Parties and the Deposit has been paid.
- 2.8 If the Deposit is not paid within the period of days after an Agreement is signed, the Agreement shall cease to be payable from the date of expiry of that period and shall be deemed to be cancelled (but not without prejudice to any other rights or other as a result). If the Deposit is paid late, the Videographer shall be entitled to charge the Customer.



### 3. **Deposit**

- 3.1 At the time of both the Agreement and the Video Shoot, the Customer shall pay a Deposit to the Videographer. The amount of the Deposit shall be set out in the Quotation. When the Deposit has been paid the Videographer shall promptly provide a receipt for it.
- 3.2 Subject to the provisions of Clause 7, the Deposit shall be non-refundable.

### 4. **Price and Payment**

- 4.1 The Price for the Video Shoot shall be set out in the Quotation and detailed in the Agreement.
- 4.2 The Videographer shall invoice the Customer [on completion of the Video Shoot] for the Price set out in the Quotation and the Expenses incurred and the total sum payable for the Video Shoot Services including supply of the Selected Videos.
- 4.3 Any and all invoices issued by the Videographer to the Customer under the Agreement must be received by the Customer within <<insert period>> of receipt by the Customer.
- 4.4 Without prejudice to the above, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 shall incur interest on a daily basis at the rate of <<insert name of bank>> <<insert rate>>% above the base rate of <<insert name of bank>> until payment in full is made.
- 4.5 Where any sums remain unpaid at the expiry of the time period set out in sub-Clause 4.3 the interest shall be suspended until the Customer under Clause 7 shall have paid the sums in full by the Videographer.

### 5. **Cancellation and Rescheduling**

- 5.1 Without prejudice to any other provision of the Agreement, the Customer may cancel or reschedule the Video Shoot. The following shall apply:
- 5.1.1 If the Customer cancels the Video Shoot more than <<insert period>> ahead of the start date of the Video Shoot the Videographer shall issue a full refund of the Deposit.
- 5.1.2 If the Customer cancels the Video Shoot more than <<insert period>> ahead of the start date of the Video Shoot the Videographer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any sums payable on the Video Shoot.
- 5.1.3 If the Customer cancels the Video Shoot less than <<insert period>> ahead of the start date of the Video Shoot the Videographer shall retain the Deposit paid less the Deposit.
- 5.1.4 If the Customer reschedules the Video Shoot less than <<insert period>> ahead of the start date of the Video Shoot the Videographer shall retain the Deposit paid less the Deposit and shall deduct all such sums from any sums payable on the rescheduled Video Shoot.



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5.1.5 If the Customer pays the Deposit ahead of the Video Shoot, the Videographer shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued.

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

5.2 The Videographer shall shoot at any time prior to the start date and shall refund the Deposit.

5.3 Where a refund is requested, the Videographer shall refund the Deposit <<insert payment method>> within <<insert period>> of the date triggering such refund.

## 6. Videography

6.1 The Customer shall specify the subject matter of the Video Shoot within <<insert period>> of the date of the Agreement and shall, within a reasonable time prior to the Video Shoot, specify any particular Videos or compositions.

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 and specific requirements of the Video Shoot, the Videographer will shoot as much video material as they deem necessary for editing and completion of the Video Shoot. The amount of video material to be supplied to the Customer will be determined by the Videographer. The Video Shoot shall not affect the Price of the Video Shoot.

6.4 Following editing and completion of the proposed final version of the Videos, the Videographer will make either approve them or request changes. The Customer may be supplied to the Customer or to request changes. The Customer may be made by the Videographer before they are supplied 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 deliver the proposed final version of the Videos to the Videographer of <<insert period>> following the delivery of the proposed final version of the Videos to be supplied to inform the Videographer of any changes which are requested. The Videographer shall deliver the final edited Videos that are reasonably requested.

6.7 Subject to the provisions of the Agreement, there shall be no right to reject the Videos on the basis of the quality of the Videos unless a Rejection Fee has been stated in the Quotation.

6.8 The Videographer shall not 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.

6.9 [Whilst the Videographer is not responsible for the best quality of video material, the quality of the video material may be adversely affected by certain factors.]



- unavoidable factors and level of indoor and outdoor lighting (other than lighting equipment used).]
- 6.10 [It will not be the responsibility of the Videographer to obtain any consents, permissions, licences or authorizations necessary where:
- 6.10.1 any Video or still image may include any live musical performance or recorded musical material; or
- 6.10.2 the same are necessary in order to carry out the Video Shoot.
- Accordingly, it shall be the responsibility of the Customer 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 Video Shoot commences].
7. **Copyright and Licensing**
- 7.1 The Copyright in any Videos created by the Videographer shall be the property of the Videographer. Subject to a written agreement to the contrary nothing in these Terms and Conditions shall vest the Copyright in the Customer.
- 7.2 All Licences granted to the Customer shall become effective on the date of delivery of the Videos to the Customer and, subject to the provisions of sub-Clause 7.4 shall continue from that date for the duration of copyright in the Videos (which shall be the life of the Videographer plus 70 years under the Copyright Designs and Patents Act 1988).
- 7.3 The Customer must ensure that the Videographer's name must be shown on any Videos or in reasonable proximity to the Videos which are published by the Customer. The Videographer hereby asserts their statutory right to be identified under section 9 of the Copyright Designs and Patents Act 1988 and the Customer 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 pay the Videographer a fee of <<insert amount>> once per Project and shall not be required to pay royalties for the Videos or for repeated use within the same Project.
- 7.5 The Customer shall ensure that the Selected Videos in any Project shall be 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, trademark, 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 or other online platform the Customer must take reasonable steps to ensure that the Videos are clearly marked as such and limit the ease with which they can be downloaded or copied.
- 7.6 The Licences shall not extend to any other use of the Selected Videos and Projects and shall not include any material provided by the Videographer.







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injury caused by the Videographer's or fraudulent misrepresentation, the act or tort (including negligence) or direct, special or consequential loss, arising from any act or default of the performance of the Videographer's use by the Customer of any Videographer.

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Information:

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for the purposes contemplated by limited to, the provision of the in each case that Party shall first in 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

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 the Agreement shall remain in force in accordance with their terms, notwithstanding termination of the Agreement for any reason.
10. **Force Majeure**
- 10.1 The Videographer shall not be liable for failure or delay in performing their obligations where such failure or delay results from any cause that is beyond their reasonable control. Such causes include, but are not limited to: power failure, strike, civil unrest, fire, flood, epidemic, pestilence, provider failure, industrial action, civil war, acts of terrorism, acts of war, governmental action, or any other dissimilar event that is beyond the control of the Videographer.
- 10.2 In the event that the Videographer cannot perform their obligations for a continuous period of <<insert period>> days, the Parties, in their discretion, may terminate the Agreement by written notice. Upon termination of the Agreement, the Videographer shall be entitled to retain from the Price the amount of any such costs, expenses and disbursements which they have incurred or for which they are liable to any third party in connection with the provision of the Videographer's services, as shall be reasonable in the circumstances. The Videographer may, in their discretion, continue to take such steps as they shall in good faith consider necessary to recover any such costs and expenses subject to deduction of costs incurred in connection with such recovery, which shall be so recovered to the Customer.
- 10.3 The Videographer shall notify the Customer in writing as soon as possible if such an event occurs and at the same time provide an estimate to the Customer of the likely impact on the performance of the Videographer's obligations.
11. **Term and Termination**
- 11.1 The Agreement shall commence on the date it is signed by both Parties and shall continue from that date, subject to the provisions of this Agreement, clauses 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 owed by the other Party under any of the provisions of the Agreement is not paid within <<insert period>> Business Days after being given written notice giving it to be remedied;
- 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 the breach within <<insert period>> Business Days after being given written notice giving it to be remedied; or
- 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.



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11.3.4 the other Party, being a company, the meaning of which is given by section 1(2) of the Companies Act 2006;

11.3.5 the other Party, made against the purposes of the Agreement in a manner that is not bound by or subject to the Agreement;

11.3.6 anything and the jurisdiction of the court;

11.3.7 that other Party;

11.3.8 control of the persons not connected with the Agreement. "connected" has the same meaning as in Sections 112 and 113 of the Companies Act 2006.

11.4 For the purposes of the Agreement, the right of remedy if the Party is in breach of the Agreement respects.

11.5 Where the Customer is in breach of Clause 11.3, the Vendor shall be entitled to recover from the Customer the other amounts recoverable under the Agreement. The Customer shall not be liable to pay any amount(s) payable under the Agreement.

11.6 The rights to terminate the Agreement shall not prejudice any other rights or remedies concerned (if any) of the Parties.

## 12. Effects of Termination

Upon the termination of the Agreement, the following shall apply:

12.1 any sum owing by the Customer to the Vendor under the Agreement shall be payable by the Customer to the Vendor;

12.2 all Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

12.3 termination shall not affect the right to damages or other remedy which the terminating Party may have 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 Clause 12.3, the termination of the Agreement shall be subject to any other provision of these Terms and Conditions and shall not affect of any accrued rights neither Party shall be under any obligation to the other; 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 all documents in its possession or control which contain Confidential Information.

arrangement with its creditors or, to an administration order (within the meaning of section 1(2) of the Insolvency Act 1986);

or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of reconstruction or re-construction and in such case the other Party has therefrom effectively agrees to be bound by or subject to the Agreement imposed on that other Party under the Agreement;

foregoing under the law of any jurisdiction of the court;

to cease, to carry on business; or

controlled by any person or connected with the other Party on the date of the termination of this Clause 11, "control" and "connected" have the same meanings ascribed thereto by sections 112 and 113 of the Corporation Tax Act 2010.

each shall be considered capable of performing the provision in question in all respects.

terminates the Agreement under sub-clause 11.3, the Vendor shall be entitled to recover from the Customer the other amounts recoverable under the Agreement. The Customer shall not be liable to pay any amount(s) payable under the Agreement.

ven by this Clause 11 shall not prejudice any other rights or remedies concerned (if any) of the Parties.

on:

under any of the provisions of the Agreement shall be payable by the Customer to the Vendor;

their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

right to damages or other remedy which the terminating Party may have 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;

nder any other provision of these Terms and Conditions and shall not affect of any accrued rights neither Party shall be under any obligation to the other; and

ferred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.



13. **[Data Protection**

13.1 For complete details of the collection, processing, storage, and retention of personal data, please refer to the Schedule, which is limited to, the purpose(s) for which the personal data is used, the legal bases for using it, details of the Customer's rights, the security of the data, and personal data sharing (where applicable) and the Videographer's Privacy Notice [available from <<in

14. **[Data Processing**

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

14.2 [All personal data shall be processed in accordance with the conditions and/or the Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter.]

**OR**

14.2 [Both Parties shall ensure that the data protection requirements set out in the Data Processing Agreement shall remain in place and shall not be removed or replaced by any obligations set out in the Data Protection Legislation.]

14.3 For the purposes of the Agreement, the Customer shall be the "Data Controller" and the Videographer shall be the "Data Processor".

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

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 of the Agreement [these Terms and Conditions] AND/OR [the Agreement].

14.6 The Data Processor shall ensure that all personal data processed by it in accordance with the obligations under [these Terms and Conditions] AND/OR [the Agreement] shall be processed in accordance with the written instructions of the Data Controller and shall not be otherwise required to process personal data unless prohibited from doing so by law.

14.6.1 Process the personal data in accordance with the written instructions of the Data Controller and shall not be otherwise required to process personal data 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 accidental loss, destruction or damage or (b) are proportionate to the risks to the data subject or the data controller, taking into account the state of the art and the cost of implementing those measures. The measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.



- 14.6.3 Ensure that the Data Processor (or processors) are contractually obliged to keep the personal data confidential (whether by law or otherwise);
- 14.6.4 Not transfer the personal data to a third party outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are met:
- 14.6.4.1 The third party is a Data Processor and/or the Data Processor has/have implemented adequate safeguards for the transfer of personal data;
  - 14.6.4.2 The third party has enforceable rights and obligations;
  - 14.6.4.3 The third party complies with its obligations under applicable legislation, providing an adequate level of protection for any and all personal data so transferred;
  - 14.6.4.4 The third party complies with all reasonable requirements advanced by the Data Controller with respect to the safeguarding of the personal data.
- 14.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests or requests for information subjects in ensuring its compliance with applicable legislation with respect to security, breach notifications, data retention and consultations with supervisory authorities or, but not limited to, the Information Commissioner;
- 14.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data 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 extent required by the Data Controller and/or the Agreement 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 this Clause 14] **AND/OR** [the Data Controller may require the Data Processor to employ the Data Controller and/or any other party designating the Data Processor to ensure compliance with any of its obligations with respect to the processing of the personal data under [this Clause 14] **AND/OR** [the Agreement].]
- OR**
- 14.7 [The Data Processor shall not transfer the personal data to a sub-processor with respect to the processing of the personal data under [this Clause 14] **AND/OR** [the Agreement] without the prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor does transfer the personal data to a sub-processor, the Data Processor shall:
- 14.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under this [Clause 14] **AND/OR** [the Agreement].



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- 14.7.2 Ensure that  
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15. **No Waiver**  
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shall be deemed to be a wa  
of any provision of the Agr  
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16. **Further Assurance**  
Each Party shall execute  
may be necessary to carry
17. **Costs**  
Subject to any provisions  
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into effect of the Agreement
18. **Set-Off**  
Neither Party shall be entit  
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agreement at any time.
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processing clauses or similar terms  
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waiver by either Party of a breach  
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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.

22. **Non-Solicitation**

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

22.2 Neither Party shall, for a period of <<insert period>> after its termination, solicit or entice away from the other Party any customer or client, or 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 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, an authorised officer of the Party giving the notice.

24.2 Notices shall be deemed to have been given:

24.2.1 when delivered to the recipient by registered mail;

24.2.2 when sent, by electronic means, and a successful return receipt is generated; or

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

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

25. **Entire Agreement**

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

25.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation or warranty, express or implied, except as expressly provided in the Agreement, and that it has accepted the terms, conditions, warranties or other terms provided in the Agreement to the fullest extent permitted by law.

26. **Counterparts**

The Agreement may be entered into on separate counterparts, each of which shall be deemed to be an original, but all the counterparts taken together shall constitute one and the same Agreement.



- instrument.
27. **Severance**
- In the event that one or more provisions 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 be 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 settle the dispute.
- 28.2 [If negotiations under Clause 28.1 do not resolve the matter within <<insert period>> of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]
- 28.3 [If the ADR procedure under Clause 28.2 does not resolve the matter within <<insert period>> of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration.]
- 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 a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.
- 28.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.
- 28.6 The decision and order of the arbitrator under this Clause 28 shall [not be] binding on both Parties.
29. **Law and Jurisdiction**
- 29.1 These Terms and Conditions, and any dispute, controversy, proceedings or claim between the Parties arising out of or associated with these Terms and Conditions or the Agreement (including any non-contractual matters arising herefrom or associated therewith) shall be governed by and interpreted in accordance with, the laws of England and Wales.
- 29.2 Subject to the provisions of these Terms and Conditions, any dispute, controversy, proceedings or claim between the Parties arising out of or associated with these Terms and Conditions or the Agreement (including any non-contractual matters arising herefrom or associated therewith) shall be governed by and interpreted in accordance with, the laws of England and Wales.