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PHOTOGRAPHIC DOCUMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Photographer>> d in <<Country of Registration>>
under number <<Company whose registered office is at] **OR**
[of] <<insert Address>> ("the C
- (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 Photographer is a free specialising in <<insert description of
type of photography / even es to business clients.
- (2) The Customer wishes to her's services for <<insert brief
description of photo 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"
"Confidential Information"
"Data Protection Legislation"
"Deposit"
"Expenses"
"Licence"
- er than Saturday or Sunday) on
s are open for their full range of
<insert location>>;
- either Party, information which is
y by the other Party pursuant to
this Agreement (whether orally or
r medium, and whether or not the
sly stated to be confidential or
- 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;
- ble in advance of the Photo Shoot
detailed in Schedule 2;
- d by the Photographer in direct
on of his services;
- exclusive, perpetual, [non-
e granted by the Photographer to
Clause 7 to use the Selected
mercial purposes within a Project;

“Order”

“Photograph”

“Photo Shoot”

“Price”

“Project”

“Quotation”

“Rejection Fee”

“Royalty Fees”

“Selected Photographs”

1.2 Unless the context of

1.2.1 “writing”, and
communication

1.2.2 a statute or
provision as

1.2.3 “this Agreement”
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than t

1.2.6 a “Party” or t

1.3 The headings used
no effect upon the i

1.4 Words imparting the

1.5 References to any g

1.6 References to perso

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

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

the Photographer’s services
omer including preparation
ng of Photographs and the
graphs;

le for the Photo Shoot itself which
ected Photographs, as set out in

se to which the Customer intends
photographs;

submitted by the Photographer 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 Photographs entirely;

ble on a per-Project basis for the
ected Photographs; and

phs chosen by the Customer from
ilable to them which shall be
greement.

reference in this Agreement to:

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

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

this Agreement and each of the
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ement; and

ce to a Clause of this Agreement
graph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have
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clude the plural and vice versa.

other gender.

tions.

2. Orders

- 2.1 The Customer's Order, including information, is set out in full in Schedule 1 of this Agreement.
- 2.1.1 <<Insert details of Photo Shoot>>
- 2.1.2 <<Insert details of Photo Shoot>>
- 2.1.3 <<Insert details of Photo Shoot>>
- 2.1.4 <<Insert details of Photo Shoot>>
- 2.1.5 <<Insert details of Photo Shoot to reject and Rejection Fee>>
- 2.1.6 <<Insert details of Photo Shoot obtaining clearances>>
- 2.1.7 <<Insert details of Photo Shoot>>
- 2.1.8 <<Insert details of Photo Shoot>>
- 2.2 The Order submitted by the Customer and any Quotation submitted by the Photographer prior to the Order are hereby deemed to be to comply with Clauses 1 and 2. The signature by both Parties of this Agreement and any Order, Quotation and other communication prior to their signature of this Agreement are all subject to the terms of this Agreement and its Schedules.
- 2.3 The Customer hereby agrees to pay the anticipated Expenses set out in Schedule 2 do not include any other expenses which may be reasonably anticipated. The Customer shall pay the Fees which may be payable for the Selected Photographers.

3. Deposit

- 3.1 At the time of signature of this Agreement, the Customer shall pay not more than <<insert period>> thereafter the Customer shall pay the Deposit. When the Deposit has been paid, the Photographer shall promptly provide a receipt for it.
- 3.2 If the Deposit is not paid within the above period, it shall cease to be payable from the expiry of the above period. This Agreement shall be deemed to be cancelled (but not terminated) and the Photographer shall have no liability to the other as a result). If the Deposit is paid, the Photographer shall return it to the Customer.
- 3.3 Subject to the cancellation of this Agreement in Clause 5, the Deposit shall be non-refundable.

4. Price and Payment

- 4.1 The Price for the Photographers is set out in Schedule 2 of this Agreement.
- 4.2 The Photographer shall invoice the Customer for the Price (including the Photographer's reasonable Expenses incurred during the Photo Shoot (with the exception of the total Royalty Fees payable for the Selected Photographers).
- 4.3 Any and all invoices issued by the Photographer to the Customer under this 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 time 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 interest 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 to be suspended until

the Customer under Clause 7 shall be cancelled or rescheduled by the Photographer.

5. Cancellation and Rescheduling

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

Under this Agreement pursuant to any clause, the Customer may cancel or reschedule the Photo Shoot at any time. 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 more than <<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 rescheduled Photo Shoot.

If the Customer cancels the Photo Shoot more than <<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 rescheduled Photo Shoot.

5.1.3 If the Customer cancels the Photo Shoot less 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 less 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 less than <<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 less than <<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 less than <<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 less than <<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 less than <<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 payable on the rescheduled Photo Shoot shall count toward the fees and the specific reasonable requirements of the Photographer will take as many

If the Customer cancels the Photo Shoot less than <<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 payable on the rescheduled Photo Shoot shall count toward the fees and the specific reasonable requirements of the Photographer will take as many

5.2 The Photographer shall cancel the Photo Shoot at any time prior to the start date and shall refund the Deposit.

The Photographer shall cancel the Photo Shoot at any time prior to the start date and shall refund the Deposit.

5.3 Where a refund is triggered, the refund shall be paid by <<insert payment method>> within <<insert period>> Business Days of the event triggering such refund.

Where a refund is triggered, the refund shall be paid by <<insert payment method>> within <<insert period>> Business Days of the event triggering such refund.

6. Photography

6.1 The Customer shall specify the subject matter of the Photo Shoot within <<insert period>> of the Agreement and shall, within a reasonable time prior to the Photo Shoot, specify any particular Photographs or content.

The Customer shall specify the subject matter of the Photo Shoot within <<insert period>> of the Agreement and shall, within a reasonable time prior to the Photo Shoot, specify any particular Photographs or content.

6.2 Subject to any specific requirements set out by the Customer, the Photographer shall exercise his or her creative judgement when selecting equipment and deciding on the photographic style, such as composition, lighting and

Subject to any specific requirements set out by the Customer, the Photographer shall exercise his or her creative judgement when selecting equipment and deciding on the photographic style, such as composition, lighting and

6.3 Subject to the nature of the Photo Shoot and the specific reasonable requirements of the Photographer, the Photographer will take as many

Subject to the nature of the Photo Shoot and the specific reasonable requirements of the Photographer, the Photographer will take as many

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6.5 The Photographer s
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6.6 The Customer shall
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Photographer of any discrepancies
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on being informed of any such

6.7 Subject to the provi
Photographs on the
out in Schedule 2 is

there shall be no right to reject the
sition unless any Rejection Fee set

6.8 The Photographer s
this Agreement pro
skilled in the releva
passed on to the Cu

tract any of their obligations under
sub-contractors are reasonably
ed that no additional charges are

7. Copyright and Licensing

7.1 The copyright in th
Photographer. Subj
Agreement shall ve

shall remain the property of the
ent to the contrary nothing in this
the Customer.

7.2 All Licences grant
following delivery of
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duration of copyrig
plus 70 years unde
1988).

ause 7.4 shall become effective
ns to the Customer and, subject to
shall continue from that date for the
ll be the life of the Photographer
opyright Designs and Patents Act

7.3 The Customer mus
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rapher's name is shown on or in
of the Selected Photographs as
her hereby asserts their statutory
9 of the Copyright Designs and
may subsequently waive this
ice to the Customer.

7.4 All Licences shall b
7.5. The Customer
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ect basis as set out in sub-Clause
once per Project and shall not be
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 libellous
unlawful;

be used for any purposes which
graphic, obscene or otherwise

- 7.5.2 The Selected Photographs 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 Photographs shall not count for any more than <<insert percentage>>% of the printed project in which they are used;
- 7.5.4 If applied to any form, the Selected Photographs may not occupy more than <<insert percentage>>% of the printed surface area;
- 7.5.5 Where the Selected Photographs are to be published on a website of any kind the Photographer shall take reasonable steps to limit the ease of copying and distribution;
- 7.6 The Licences shall not extend to the Selected Photographs and Projects and shall not extend to any material provided by the Photographer to the Customer or to any third party;
- 7.7 The Customer may not use the Selected Photographs without the prior written permission of the Photographer;
- 7.8 The Photographer may use the Selected Photographs in any advertising or promotional material only related to the Photographer or his business;
- 7.9 The Licences granted shall be automatically revoked if the Customer breaches any of the terms of the Licence.
8. **Insurance, Liability and Indemnity**
- 8.1 The Photographer shall maintain public liability insurance with a limit of indemnity of £<<insert amount>>;
- 8.2 The Photographer shall maintain professional indemnity insurance with a limit of indemnity of £<<insert amount>>;
- 8.3 Whilst the Photographer delivers the Selected Photographs delivered, the Photographer will make reasonable endeavours to ensure that all the Selected Photographs will be free from viruses and errors, the Photographer will be free from loss or damage which may result from the same.
- 8.4 The Photographer shall hold harmless the Customer against any costs, liability, or damages threatened claims or proceedings brought by any third party in respect of any failure by the Photographer 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 that the Photographer shall be responsible for obtaining such clearance or permission;
- 8.4.2 The Photographer 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 Photographer all assistance and information in respect of any such proceedings or negotiations;
- 8.4.4 Except pursuant to the above, the Customer shall not pay or accept any such claim, or compromise any such claim;

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d the indemnity provided by the
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sonable endeavours to do);

8.4.6 The Photog
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ed to, and the Customer shall
other for, all damages and costs (if
arty or agreed by the Customer
asonably withheld) to be paid by
n claim or threatened claim; and

8.4.7 The Photog
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y reasonably require to mitigate or

8.5 [Except in respect
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obligations arising
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ury caused by the Photographer's
r fraudulent misrepresentation, the
t or tort (including negligence) or
ect, special or consequential loss,
ising from any act or default of the
formance of the Photographer's
r the use by the Customer of any
y the Photographer.

9. Confidentiality

9.1 Each Party undert
authorised in writin
continuance of this
termination:

provided by sub-Clause 9.2 or as
it shall, at all times during the
<insert period>> years] after its

9.1.1 keep confide

rmation;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any
contemplate

n for any purpose other than as
terms of this Agreement;

9.1.4 not make an
any Confide

ny way or part with possession of

9.1.5 ensure that
contractors c
be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any

to:

9.2.1.1 any s

of that Party;

9.2.1.2 any g

thority or regulatory body; or

9.2.1.3 any
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9.2.2 use any Cor
other person
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9.3 The provisions of th
terms, notwithstand

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

10.2 In the event that
perform their oblig
<<insert period>>,
Agreement by writt
termination, the P
received or still
disbursements whi
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Photographer's ser
as shall be reason
Photographer may,
their discretion con
from the relevant th
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10.3 The Photographer s
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likely impact on the

11. Term and Termination

11.1 This Agreement sh
and the Deposit ha
the provisions of thi

11.2 In the event of can
terminate.

11.3 Either Party may
notice to the other P

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
party 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 this Agreement,
nes, public knowledge through no
use or disclosure, that Party must
tial Information which is not public

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

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

lajeure the Photographer cannot
ement for a continuous period of
their discretion terminate this
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
tion 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.

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.

e date it is signed by both Parties
ontinue from that date, subject to
s 5 and 10.

this Agreement shall immediately

this Agreement by giving written

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11.3.1 any sum owing by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the breach;

11.3.2 the other Party shall be deemed to have breached any of the provisions of this Agreement if it is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;

11.3.3 an encumbrance on the other Party, or where the other Party is a company, a charge on any of the property or assets of the other Party;

11.3.4 the other Party is in liquidation, or where the other Party is a company, is in administration, or where the other Party is a company, is in an arrangement with its creditors or, or where the other Party is a company, is subject to an administration order (within the meaning of the Insolvency Act 1986);

11.3.5 the other Party is a company, or firm, has a bankruptcy order made against it, or where the other Party is a company, goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party is bound by or subject to an order imposed on that other Party under this Agreement);

11.3.6 anything which is a breach of the law of any jurisdiction of the other Party;

11.3.7 that other Party ceases, to carry on business; or

11.3.8 control of the other Party is exercised by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected person" shall have the meanings ascribed thereto by Sections 1122 and 1123 of the Corporation Tax Act 2010.

11.4 For the purposes of this Clause 11, a breach shall be considered capable of remedy if the Party in breach is capable of remedy with the provision in question in all the circumstances.

11.5 Where the Customer terminates this Agreement under sub-Clause 11.3, the Party shall pay to the Customer the Deposit and other amounts received from the Customer, and the Customer shall not be liable to pay any amount(s) payable under this Agreement.

11.6 The rights to terminate this Agreement given by this Clause 11 shall not be subject to any limitation on the part of the other Party in respect of the breach.

12. Effects of Termination

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

12.1 any sum owing by the other Party under any of the provisions of this Agreement shall be payable by the other Party;

12.2 all Clauses which, by their nature, relate to the period after the expiry or termination of this 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 has in respect of the event giving rise to the termination or any other remedy which any Party

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may have in respect of the Agreement which existed at or before the date of termination of this Agreement.

12.4 subject as provided in Clause 12.3, the Customer shall not be entitled to any other provision of this Agreement, and except as expressly provided, no accrued rights neither Party shall be entitled to.

12.5 each Party shall (each) 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.

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 [insert location>>].]

collection, 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 Notice [available from <<insert location>>].]

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.

"data subject", "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 Customer under the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [put in full]]

the Photographer on behalf of the Customer shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [put in full].]

OR

14.2 [The Parties hereby agree that the Data Protection requirements set out in Clause 14 shall not relieve the Customer of its obligations under the Data Protection Legislation.]

both comply with all applicable data protection legislation. This Clause shall not remove or replace any of those obligations set out in the Data Protection Legislation.

14.3 For the purposes of the Data Protection Legislation and for this Clause 14, the Photographer is the "Data Controller".

the Photographer is the "Data Controller" and the Customer is the "Data Subject".

14.4 The type(s) of personal data, the nature and purpose of the processing, and the Data Controller's obligations are set out in Schedule 3.

the type, nature and purpose of the processing 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 of the Agreement.

the Customer 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.

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

all personal data processed by it in accordance with the instructions under 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 personal data; the Data Controller shall promptly notify the Data Controller unless prohibited from doing so by law;

the written instructions of the Data Controller or is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller unless prohibited from doing so by law.

14.6.2 Ensure that appropriate technical and organisational measures (adequate to protect the personal data from unlawful processing, accidental loss,

adequate technical and organisational measures (adequate to protect the personal data from unlawful processing, accidental loss,

- damage or potential harm, taking into account the current state of knowledge and the cost of implementing those measures shall be proportionate to the risks; measures shall be set out in Schedule 3;
- 14.6.3 Ensure that the Data Processor (whether or not it is a Data Controller) are contractually obliged to keep the personal data secure;
- 14.6.4 Not transfer the personal data 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 Processor and/or the Data Processor has implemented suitable safeguards for the transfer of the personal data;
- 14.6.4.2 The Data Subjects have enforceable rights and remedies;
- 14.6.4.3 The Data Processor complies with its obligations under the 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 in advance by the Data Controller for the processing of the personal data.
- 14.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from Data Subjects and in ensuring its compliance with the Data Protection Legislation with respect to 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 security 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 law; and
- 14.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with Clause 14 and to allow for audits by the Data Controller or any other person designated by the Data Controller.
- 14.7 [The Data Processor shall comply with any of its obligations with respect to the processing of the personal data under this Clause 14.]
- OR**
- 14.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor 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 if the Data Processor appoints a sub-contractor, the sub-contractor shall comply with the same obligations as are imposed on the sub-contractor, which shall be the same obligations as are imposed on the Data Processor.]
- 14.7.1 Enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed on the Data Processor.

- upon the Data Controller to ensure that the Data Protection obligations; and
- 14.7.2 Ensure that the Data Controller complies fully with its obligations under the Data Protection Legislation.
- 14.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the other Party shall replace it with any applicable data protection certification or replaced by attachment to this Agreement.]
15. **No Waiver**
- No failure or delay by either Party in exercising any 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 or any subsequent breach of the same or any other provision of this Agreement.
16. **Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the provisions of this 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 negotiation, 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.
19. **Assignment and Sub-Contracting**
- 19.1 [Subject to sub-Clause 19.2, neither Party may assign, sub-licence, sub-contract or otherwise dispose of any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.]
- 19.2 [[Subject to the provisions of sub-Clause 19.1, either Party shall be entitled to perform all or part of its obligations hereunder through any other qualified and skilled sub-contractors. Any act or omission of any such sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party.] **OR** [The] Photographer shall be entitled to perform all or part of his obligations hereunder through any other qualified and skilled sub-contractors. Any act or omission of any such sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Photographer.]
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.]

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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 stated in this Agreement.

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

22. **Non-Solicitation**

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

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

22.2 Neither Party shall, for a period of <<insert period>> after its termination of any employment or contract the services of any person who is or was previously engaged by the other Party any customer or client of that Party cause damage to the business of that Party [without the express written consent of that Party].

22.2 Neither Party shall, for a period of <<insert period>> after its termination of any employment or contract the services of any person who is or was previously engaged by the other Party any customer or client of that Party cause damage to the business of that Party [without the express written consent of that Party].

23. **Third Party Rights**

No part of this 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 this Agreement.

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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, a duly authorised officer of the Party giving the notice.

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24.2 Notices shall be deemed to have been given:

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24.2.1 when delivered to the recipient by a registered messenger or other messenger (including by post) at any time of the day or night, or

24.2.1 when delivered to the recipient by a registered messenger or other messenger (including by post) at any time of the day or night, or

24.2.2 when sent, by post, at any time of the day or night, and a successful return receipt is received;

24.2.2 when sent, by post, at any time of the day or night, and a successful return receipt is received;

24.2.3 on the fifth business day after the date of the notice, by ordinary mail.

24.2.3 on the fifth business day after the date of the notice, by ordinary mail.

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

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

25. **Entire Agreement**

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

25.1 [Subject to the provisions of this Agreement, this Agreement contains the entire agreement between the Parties and may not be modified or varied 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 and any such representation or warranty implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

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 and any such representation or warranty implied by statute or otherwise 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 and all such counterparts shall be an original, but all together shall constitute one and the same agreement.

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same instrument.

27. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this 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 their appointed representatives who have the authority to settle the dispute.

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

28.3 [If the ADR procedure does not resolve the matter within <<insert period>> of the date of the dispute, either Party may participate in 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 a set of rules, the 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 Parties hereby agree that the outcome of the final method of dispute resolution under this Clause [not] be final and binding on both Parties.

29. Law and Jurisdiction

29.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

29.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) 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 <<Photograph of person signing>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

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Order

<<Insert full details of the Customer

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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 [Insert details] at the Photographer shall be responsible for the clearances referred to in [Insert details].]

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SCHEDULE 3

1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

<<Insert details of the duration of 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>>.

4. Organisational and Technical Measures

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

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