

Videography terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Videographer may enter into from time to time for the provision of the Videographer's services shall be governed by these Terms and Conditions, and the Videographer will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any such services to the Client.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Acceptance Criteria" means [compliance with the warranties set out in Clause 5.4];

"Business Day" means any weekday other than a bank or public holiday in [England];

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST (or mutually agreed time on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 8 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) as agreed before work commences;

"Client" means the person or entity identified as such in Section 1 of the Statement of Work;

"Client Confidential Information" means:

- (a) any information disclosed by or on behalf of the Client to the Videographer during the Term OR at any time before the termination of the Contract (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Videographer to be confidential;
- (b) the terms of the Contract; and
- (c) the Deliverables;

"Client Materials" means all works and materials supplied by or on behalf of the Client to the Videographer for incorporation into the Deliverables or for some other use in connection with the Services;

"Client Personal Data" means any Personal Data that is processed by the Videographer on behalf of the Client in relation to the Contract, but excluding information with respect to which the Videographer is a data controller;

"Contract" means a particular contract made under these Terms and Conditions between the Videographer and the Client;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Deliverables" means those services and goods specified in Section 4 of the Statement of Work that the Videographer has agreed to deliver to the Client under these Terms and Conditions;

"Effective Date" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, contagious disease and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means, in respect of the Contract, the period specified in Section 2 of the Statement of Work;

"Permission" means a permission that is given by a third party and is required for:

- (a) the performance of the Services at a location; and/or
- (b) the inclusion or representation of a location, person, object or work in videographic Deliverables;

"**Personal Data**" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Videographer**" means Steve Ashman of *Ashman Media*, a company having its registered office at *Middleton, Leicestershire LE16 8TQ* OR having its principal place of business at *Middleton, Leicestershire LE16 8TQ*;

"**Videographer Indemnity Event**" has the meaning given to it in Clause 20.1;

"**Completed Films**" means those photographic prints that the Videographer agrees to deliver to the Client, as specified in the Statement of Work;

"**Services**" means the videography services specified in Section 3 of the Statement of Work;

"**Statement of Work**" means a written statement of work agreed by or on behalf of each of the parties;

"**Term**" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Terms and Conditions**" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time; and

"**Third Party Materials**" means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party, and which are specified in Section 4 of the Statement of Work or which the parties agree in writing shall be incorporated into the Deliverables.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force until:

- (a) all the Services have been completed;
- (b) all the Deliverables and Completed Films have been delivered; and
- (c) all the Charges have been paid in cleared funds,

upon which it will terminate automatically], subject to termination in accordance with Clause 23.

2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

3. Services

- 3.1 The Videographer shall provide the Services to the Client in accordance with these Terms and Conditions.
- 3.2 The Videographer shall provide the Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Videographer's industry.
- 3.3 The Videographer shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.
- 3.4 The Videographer shall keep the Client informed about the progress of the Services and, in particular, shall promptly provide information about such progress following receipt of a written request from the Client to do so.
- 3.5 The Videographer shall comply with all reasonable requests and directions of the Client in relation to the Services.

4. Permissions

- 4.1 The Videographer shall use reasonable endeavours to obtain all those Permissions that are specified as the Videographer's responsibility in the Statement of Work, or that are reasonably required for the performance of the Services.
- 4.2 Subject to Clause 4.1, the Client shall use reasonable endeavours to obtain all such Permissions as may be required for the performance of the Services.
- 4.3 All Permissions must be in writing and in such form as the parties may agree from time to time.
- 4.4 Each party must provide copies of the Permissions it has obtained under these Terms and Conditions to the other party promptly following a written request from the other party to do so.
- 4.5 If the parties are unable to obtain any Permission that is required for the performance of the Services, the parties shall attempt to agree such variation to the scope of the Services as is necessary to enable the performance of the Services without the relevant Permission.

5. Deliverables

- 5.1 The Videographer shall deliver the Deliverables to the Client.
- 5.2 The Client must promptly, following receipt of a written request from the Videographer to do so, provide written feedback to the Videographer concerning the Videographer's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.

- 5.3 The Videographer shall use reasonable endeavours to ensure that the Deliverables are delivered to the Client in accordance with the timetable set out in Section 6 of the Statement of Work.
- 5.4 The Videographer warrants to the Client that:
- (a) the Deliverables will be of satisfactory quality;
 - (b) the Deliverables will be reasonably fit for any particular purpose for which the Client is contracting for the Deliverables that the Client makes known to the Videographer before the Contract is made;
 - (c) the Deliverables will match the description of the Deliverables set out in the Statement of Work;
 - (d) the Videographer has or will have at the relevant time the right to supply the Deliverables to the Client.

6. Acceptance

- 6.1 Within 14 Business Days following the delivery of Deliverables to the Client, the Client shall:
- (a) review the Deliverables to determine whether they comply with the Acceptance Criteria; and
 - (b) notify the Videographer in writing of the results of such review, providing full details of any non-compliance with the Acceptance Criteria.
- 6.2 If the Client does not give to the Videographer a notice under Clause 6.1, within the period referred to in Clause 6.1, then the Deliverables shall be deemed to meet the Acceptance Criteria.
- 6.3 If the Deliverables do not comply with the Acceptance Criteria and the Client notifies the Videographer of the non-compliance in accordance with this Clause 6, the Videographer will have a further reasonable period agreed by the parties of no less than 14 Business Days and no more than 45 Business Days) to remedy the non-compliance, following which Client will repeat the review.
- 6.4 If the Deliverables do not meet the Acceptance Criteria at the time of a second (or subsequent) acceptance review under this Clause 6, then the Videographer shall be deemed in irremediable material breach of the Contract.
- 6.5 If the Client accepts or is deemed to accept the Deliverables under this Clause 6, then subject to Clause 21.1 the Client will have no right to make any claim under or otherwise rely upon Clause 5.4 unless the Client could not reasonably have been expected to have identified the breach of that provision during the testing or review process.

7. Completed Films

- 7.1 The Videographer shall create and deliver the Completed Films to the Client within the period specified in the Statement of Work.
- 7.2 The prices for the Completed Films and delivery costs for the Completed Films shall be included as part of the Charges payable in respect of the Services.
- 7.3 Risk in and title to the Completed Films shall pass from the Videographer to the Client upon the Completed Films coming into the physical possession of the Client or a person identified by the Client to take possession of the Completed Films.
- 7.4 The Videographer warrants to the Client that:
- (a) the Completed Films will be of satisfactory quality;
 - (b) the Completed Films will be reasonably fit for any particular purpose for which the Client is contracting for the Completed Films that the Client makes known to the Videographer before the Contract is entered into;
 - (c) the Completed Films will match any description of them set out in these Terms and Conditions;
 - (d) the Videographer shall have the right to supply the Completed Films to the Client;
 - (e) the Completed Films shall be supplied free from any charge or encumbrance, except as specified in these Terms and Conditions; and
 - (f) the Client shall enjoy quiet possession of the Completed Films, except as specified in these Terms and Conditions.

8. Client obligations

- 8.1 Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Videographer, or procure for the Videographer, such:
- (a) co-operation, support and advice; and
 - (b) information and documentation,

as are reasonably necessary to enable the Videographer to perform its obligations under the Contract.

9. Client Materials

- 9.1 The Client must supply to the Videographer the Client Materials specified in Section 7 of the Statement of Work, in accordance with the timetable specified in Section 6 of the Statement of Work.

9.2 The Client hereby grants to the Videographer a non-exclusive licence to copy, reproduce, publish, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Videographer's obligations and the exercise of the Videographer's rights under these Terms and Conditions.

9.3 The Client warrants to the Videographer that the Client Materials will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

10. Intellectual Property Rights

10.1 The Videographer hereby grants to the Client a non-exclusive, worldwide, perpetual and irrevocable licence to copy, store, distribute, publish and otherwise use the Deliverables for the following purposes: To promote the event or services of any of the featured supplier, to share footage with social media platforms that highlights the positive aspect of working with Ashman Event Video.

10.2 The Videographer shall ensure that the Third Party Materials are:

- (a) licensed to the Client in accordance with the relevant licensor's standard licensing terms;
- (b) licensed to the Client on reasonable terms notified by the Videographer to the Client;
- (c) sub-licensed by the Videographer to the Client on reasonable terms notified in writing by the Videographer to the Client; or
- (d) sub-licensed by the Videographer to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable licence to use the Third Party Materials in connection with the Deliverables,

as determined by the Videographer.

10.3 The Videographer must use reasonable endeavours to:

- (a) do or procure the doing of all acts; and
- (b) execute or procure the execution of all documents,

that the Client may reasonably request from time to time in order to perfect or confirm the Client's ownership of the rights assigned by these Terms and Conditions.

11. Moral rights

11.1 The Client hereby acknowledges that the moral right of each author of the Deliverables to be identified as an author in accordance with Sections 77 and 78 of the Copyright, Designs and Patents Act 1988 has been asserted.

11.2 The Videographer acknowledges that, under Section 85 of the Copyright, Designs and Patents Act 1988, if the Deliverables have been commissioned by the Client for private or domestic purposes, the Client has the rights not to have:

- (a) copies of the Deliverables issued to the public;
- (b) the Deliverables exhibited or shown in public; and
- (c) the Deliverables communicated to the public,

except as expressly permitted by law or agreed by the Client.

11.3 The Client agrees that, notwithstanding Section 85 of the Copyright, Designs and Patents Act 1988, the Videographer may specify exceptions.

12. Charges

12.1 The Client shall pay the Charges to the Videographer in accordance with these Terms and Conditions.

12.2 If the Charges are based in whole or part upon the time spent by the Videographer performing the Services, the Videographer must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Videographer any Charges in respect of Services performed in breach of this Clause 12.2.

12.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes if the Client is a consumer, but otherwise exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the Videographer.

13. Timesheets

13.1 For additional services outside of the standard wedding package agreement the Videographer must:

- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

13.2 Within 10 Business Days following receipt of a written request, the Videographer shall supply to the Client copies of such of the timesheets

referred to in Clause 13.1 and in the Videographer's possession or control as the Client may specify in that written request.

14. Payments

- 14.1 The Videographer shall issue invoices on or after the invoicing dates set out in Section 8 of the Statement of Work.
- 14.2 The Client must pay the Charges to the Videographer within the period of 14 days following the issue of an invoice in accordance with this Clause 14.
- 14.3 The Client must pay the Charges by debit card, credit card or bank transfer (using such payment details as are notified by the Videographer to the Client from time to time).
- 14.4 If the Client does not pay any amount properly due to the Videographer under these Terms and Conditions, the Videographer may:
- (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

15. Videographer's confidentiality obligations

- 15.1 The Videographer must:
- (a) keep the Client Confidential Information strictly confidential;
 - (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality;
 - (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Videographer uses to protect the Videographer's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Client Confidential Information; and
 - (e) not use any of the Client Confidential Information for any purpose other than *the* Deliverables.
- 15.2 Notwithstanding Clause 15.1, the Videographer may disclose the Client Confidential Information to the Videographer's officers, employees, professional advisers, insurers, agents and subcontractors[who have a need to access the Client Confidential Information for the performance of their work with respect to the Contract and who are bound by a written agreement

or professional obligation to protect the confidentiality of the Client Confidential Information.

15.3 This Clause 15 imposes no obligations upon the Videographer with respect to Client Confidential Information that:

- (a) is known to the Videographer before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Videographer; or
- (c) is obtained by the Videographer from a third party in circumstances where the Videographer has no reason to believe that there has been a breach of an obligation of confidentiality.

15.4 The restrictions in this Clause 15 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Videographer on any recognised stock exchange.

15.5 Upon the termination of the Contract, the Videographer must immediately cease to use the Client Confidential Information.

15.6 Following the termination of the Contract, and within 5 Business Days following the date of termination of the Contract, the Videographer must destroy or return to the Client (at the Client's option) all media containing Client Confidential Information, and must irrevocably delete the Client Confidential Information from its computer systems. This will not include video footage.

15.7 The provisions of this Clause 15 shall continue in force for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect.

16. Videographer's publicity obligations

16.1 The Videographer must not make any public disclosures relating to the Contract or the subject matter of the Contract (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

16.2 Subject to the express confidentiality obligations set out in these Terms and Conditions but notwithstanding the restriction set out in Clause 16.1, the Videographer may make the following types of public disclosure without the prior consent of the Client: Social Media posting of the event for sales & promotion purposes, part or complete use of each completed film.

17. Distance and off-premises contracts: cancellation right

17.1 This Clause 17 applies if and only if the Client enters into the Contract with the Videographer as a consumer - that is, as an individual acting wholly or mainly outside the Client's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

17.2 The Client may withdraw an offer to enter into the Contract with the Videographer at any time; and the Client may cancel the Contract entered into with the Videographer at any time within the period:

- (a) beginning when the Contract was entered into; and
- (b) ending at the end of 14 days after the day on which the Contract was entered into,

subject to Clause 17.3. The Client does not have to give any reason for the withdrawal or cancellation.

17.3 The Client agrees that the Videographer may begin the provision of services before the expiry of the period referred to in Clause 17.2, and the Client acknowledges that, if the Videographer does begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, the Client will lose the right to cancel referred to in Clause 17.2; and
- (b) if the services are partially performed at the time of cancellation, the Client must pay to the Videographer an amount proportional to the services supplied or the Videographer may deduct such amount from any refund due to the Client in accordance with this Clause 17.

17.4 In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Clause 17, the Client must inform the Videographer of the Client's decision to withdraw or cancel (as the case may be). The Client may inform the Videographer by means of any clear statement setting out the decision. In the case of cancellation, the Client may inform the Videographer using the cancellation form that the Videographer will make available to the Client. To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

17.5 If the Client withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Clause 17, the Client will receive a full refund of any amount the Client paid to the Videographer in respect of the Contract, except as specified in this Clause 17.

17.6 The Videographer will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise. In any case, the Client will not incur any fees as a result of the refund.

17.7 The Videographer will process the refund due to the Client as a result of a cancellation on the basis described in this Clause 17 without undue delay and, in any case, within the period of 14 days after the day on which the Videographer is informed of the cancellation.

18. Data protection

18.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.

18.2 The Client warrants to the Videographer that it has the legal right to disclose all Personal Data that it does in fact disclose to the Videographer under or in connection with the Contract.

18.3 The Videographer shall only process the Client Personal Data during the Term and for not more than 90 days following the end of the Term, subject to the other provisions of this Clause 18.

18.4 The Videographer shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data as set out in these Terms and Conditions or any other document agreed by the parties in writing).

18.5 Notwithstanding any other provision of these Terms and Conditions, the Videographer may process the Client Personal Data if and to the extent that the Videographer is required to do so by applicable law. In such a case, the Videographer shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

18.6 The Videographer shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

18.7 The Videographer and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data[, including the measures specified in[the information security policy of the Videographer (as it may be updated by the Videographer from time to time)].

18.8 The Videographer must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, the Videographer shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Videographer must not implement the changes. The Videographer shall ensure that each third party processor is subject to the equivalent legal obligations as those imposed on the Videographer by this Clause 18.

- 18.9 The Videographer shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 18.10 The Videographer shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 18.11 The Videographer shall make available to the Client all information necessary to demonstrate the compliance of the Videographer with its obligations under this Clause 18 and the Data Protection Laws.
- 18.12 The Videographer shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 18.13 The Videographer shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Videographer's processing of Client Personal Data with the Data Protection Laws and this Clause 18. The Videographer may charge the Client at its standard time-based charging rates for any work performed by the Videographer at the request of the Client pursuant to this Clause 18.15.
- 18.14 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

19. Warranties

- 19.1 The Videographer warrants to the Client that:
- (a) the Videographer has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
 - (b) the Videographer will comply with all applicable legal and regulatory requirements applying to the exercise of the Videographer's rights and the fulfilment of the Videographer's obligations under these Terms and Conditions; and

- (c) the Videographer has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

19.2 The Client warrants to the Videographer that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

19.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

20. Indemnity

20.1 The Videographer shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly or indirectly as a result of any breach by the Videographer of these Terms and Conditions.

20.2 The Client must:

- (a) upon becoming aware of an actual or potential Videographer Indemnity Event, notify the Videographer;
- (b) provide to the Videographer all such assistance as may be reasonably requested by the Videographer in relation to the Videographer Indemnity Event;
- (c) allow the Videographer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Videographer Indemnity Event; and
- (d) not admit liability to any third party in connection with the Videographer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Videographer Indemnity Event without the prior written consent of the Videographer,

without prejudice to the Videographer's obligations under Clause 20.1.

20.3 The indemnity protection set out in this Clause 20 shall be subject to the limitations and exclusions of liability set out in the Contract.

21. Limitations and exclusions of liability

21.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

21.2 The limitations and exclusions of liability set out in this Clause 21 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 21.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

21.3 The Videographer will not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

21.4 The Videographer will not be liable to the Client in respect of any loss of profits or anticipated savings.

21.5 The Videographer will not be liable to the Client in respect of any loss of revenue or income.

21.6 The Videographer will not be liable to the Client in respect of any loss of business, contracts or opportunities.

21.7 The Videographer will not be liable to the Client in respect of any loss or corruption of any data, database or software.

21.8 The Videographer will not be liable to the Client in respect of any special, indirect or consequential loss or damage.

21.9 The liability of the Videographer to the Client under the Contract in respect of any event or series of related events shall not exceed the greater of:

- (a) [the total amount paid and payable by the Client to the Videographer under the Contract in the 12 month period preceding the commencement of the event or events].

21.10 The aggregate liability of the Videographer to the Client under the Contract shall not exceed the greater of:

- (a) the total amount paid and payable by the Client to the Videographer under the Contract.

22. Force Majeure Event

- 22.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 22.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 22.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

23. Termination

- 23.1 Either party may terminate the Contract by giving to the other party not less than 30 days' written notice of termination.
- 23.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Contract, and the breach is not remediable;
 - (b) the other party commits a material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).
- 23.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[(other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract)]; or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

23.4 The Videographer may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Videographer under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Videographer has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 23.4.

24. Effects of termination

24.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6.5, 10, 11.3, 13, 14.2, 14.4, 15, 16, 18.1, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16, 20, 21, 24, 25.2, 28 and 29.

24.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

25. Status of Videographer

25.1 The Videographer is not an employee of the Client, but an independent contractor.

25.2 The termination of the Contract will not constitute unfair dismissal; nor will the Videographer be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

26. Notices

26.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

26.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 9 of the Statement of Work):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received [upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

26.3 The addressee and contact details set out in Section 9 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 26.

27. Subcontracting

27.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Videographer may subcontract any of its obligations under the Contract, providing that the Videographer must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

27.2 The Videographer shall remain responsible to the Client for the performance of any subcontracted obligations.

28. General

28.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

28.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 28.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 28.4 The Client hereby agrees that the Videographer may assign the Videographer's contractual rights and obligations under the Contract to [any successor to all or a substantial part of the business of the Videographer from time to time such action does not serve to reduce the guarantees benefiting the Client under the Contract. The Client must not without the prior written consent of the Videographer assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.
- 28.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.
- 28.6 The main body of these Terms and Conditions and the Statement of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 28.7 The Contract shall be governed by and construed in accordance with English law.
- 28.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

29. Interpretation

- 29.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 29.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 29.3 References in these Terms and Conditions to "calendar months" are to [the 12 named periods (January, February and so on) into which a year is divided].
- 29.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

STATEMENT OF WORK

1. Client details

The Client is *[[individual name] of [address]]* OR *[[company name], a company incorporated in [England and Wales] (registration number [registration number]) having its registered office at [address]]* OR *[[partnership name], a partnership established under the laws of [England and Wales] having its principal place of business at [address]].*

2. Minimum Term

[Specify Minimum Term]

3. Specification of Services

[Specify Services]

4. Specification of Deliverables

[Specify Deliverables]

5. Permissions

[Specify Permissions]

6. Timetable

[Insert timetable]

7. Client Materials

[Specify Client Materials]

8. Financial provisions

[Insert financial provisions]

9. Contractual notices

[Videographer contractual notices address details]

[Client contractual notices address details]

By signing below the parties have indicated their acceptance of this Statement of Work together with the terms and conditions attached to this Statement of Work[, providing that if there are no terms and conditions attached to this Statement of Work, the parties agree that this Statement of Work shall be governed by [the terms and conditions most recently agreed by the parties in writing]].

SIGNED BY *[[individual name]* on [.....], the Videographer] OR *[[individual name]* on [.....], duly authorised for and on behalf of the Videographer]:

.....

SIGNED BY *[[individual name]* on [.....], the Client] OR *[[individual name]* on [.....], duly authorised for and on behalf of the Client]:

.....