

UPON ORDERING AN AGREEMENT WILL BE EMAILED TO YOU TO SIGN TO COMPLETE YOUR PURCHASE. IF NOT SIGNED WITHIN 10 DAYS OF PLACING THE ORDER YOUR ORDER WILL BE CANCELLED AND REFUNDED. THESE TERMS WILL BE ACCOMPANIED BY DETAILS OF YOUR PURCHASE INCLUDING ANY SUBSCRIPTION TERMS.

WHEN MAKING A PURCHASE OR ORDERING ONLINE YOU AGREE THAT AN AGREEMENT WILL BE MADE BETWEEN YOU AND GILLIAN ROBB (TRADING AS GILLIAN ROBB PHOTOGRAPHY) AS FOLLOWS:

- (1) The Photographer is a freelance photographer specialising in corporate and commercial photography, providing her services to business clients.
- (2) The Client wishes to acquire the Photographer's services for commercial photography, subject to the terms and conditions of this Agreement.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- "Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
- "Deposit" means the sum payable in advance of the Photo Shoot by the Client as detailed in the Quote;
- "Expenses" means costs incurred by the Photographer in direct relation to the provision of her services;
- "Licence" means an exclusive, perpetual, non-transferrable, licence granted by the Photographer to the Client to use the Selected Photographs for commercial purposes within a Project under Clause 7;
- "Order" means the Client's order, as set out in Schedule 1, specifying the date, location, duration and description of the Photo Shoot, required deliverables, purpose of images / Licence required and responsibility for obtaining necessary clearances;
- "Photograph" means any photograph taken by the Photographer during the Photo Shoot;
- "Photo Shoot" means all stages of the Photographer's services provided to the Client including preparation beforehand, the taking of Photographs and the processing of Photographs;
- "Price" means the fee payable for the Photo Shoot itself which shall not extend to Selected Photographs, as set out in the Quote;
- "Project" means a particular use to which the Client intends to put the Selected Photographs;
- "Quote" means a document submitted to by the Photographer to the Client prior to the date of this Agreement setting out the required deposit, Price, Licence/Royalty fee and any anticipated Expenses;
- "Royalty Fees" / "Licence Fees" means the fees payable on a per-Project basis for the licensed use of the Selected Photographs; and
- "Selected Photographs" means the Photographs chosen by the Client from the proofs made available to them which shall be licensed under this Agreement.

Unless the context otherwise requires, each reference in this Agreement to:

- "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- a Schedule is a schedule to this Agreement; and
- a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- a "Party" or the "Parties" refer to the parties to this Agreement.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. Orders

Upon signing this Agreement, the Client confirms the Order and their acceptance of the Photographer's Quote which accompanies this agreement.

The Photographer may provide the Selected Photographs via an online gallery. This gallery will be incorporated in the Photographer's website and hosted by Shootproof, a U.S. provider, whose privacy policy is available at www.shootproof.com/legal/privacy-policy

In order to facilitate accessing images via an online gallery please confirm the following:

- Checkbox: I consent to the use of an online gallery and do not object to the associated transfer and/or storage of Photographs and contact details to a destination outside the EEA for the purpose of providing an online gallery and download service.

If Client does not agree to use of the Photographer's online gallery service an alternative form of file delivery will need to be agreed and Client will assume any additional costs this may incur, or necessary permissions and consequences of using an alternative service.

3. Booking Fee

- At the time of signing this Agreement, or not more than 5 business days thereafter, the Client shall be required to pay the Booking Fee (if applicable). Any required Booking Fee will be outlined in the Quote.
- Subject to the cancellation provisions set out in Clause 5, the Booking Fee shall be non-refundable.

4. Price and Payment

- The Price for the Photo Shoot is detailed in the Quote.
- The Photographer shall invoice the Client at the end of the Photo Shoot for the Price, including reasonable Expenses incurred during the Photo Shoot (where applicable and agreed with the Client) and the total sums payable for Licence of the Selected Photographs, less any sums prepaid by voucher purchase or booking fee (subject to Clause 5).
- Any and all invoices provided by the Photographer to the Client under this Agreement must be **paid in full within 14 days of receipt** by the Client.
- Where any sums remain unpaid following the expiry of the time period set out in sub-Clause 4.3 **the Licence granted to the Client under Clause 7 shall be suspended until payment is received in full by the Photographer.**

5. Cancellation and Rescheduling

The Client may cancel or reschedule the Photo Shoot at any time prior to the start date of the Photo Shoot. The following shall apply to cancellation or rescheduling:

- If the Client cancels the Photo Shoot more than 20 business days ahead of the start date the Photographer shall issue a full refund of all sums paid, including the Booking Fee.
- If the Client cancels the Photo Shoot less than 20 business days but more than 5 business days ahead of the start date the Photographer shall refund any sums paid less the Booking Fee.
- If the Client cancels the Photo Shoot less than 5 business days ahead of the start date the Photographer shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
- If the Client reschedules the Photo Shoot more than 5 business days ahead of the start date the Photographer shall retain all sums paid, including the Booking Fee and shall deduct all such sums from any balance payable on the rescheduled Photo Shoot.

5. If the Client reschedules the Photo Shoot less than 5 business days but more than 2 business days ahead of the start date the Photographer shall retain any sums paid less the Booking Fee and shall deduct all such sums from any balance payable on the rescheduled Photo Shoot. A new £100 Booking Fee shall be payable on the rescheduled Photo Shoot.
6. If the Client reschedules the Photo Shoot less than 2 business days ahead of the start date the Photographer shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and new £100 Booking Fee payable on the rescheduled Photo Shoot.
7. The Photographer may cancel the Photo Shoot at any time prior to the start date and shall refund all sums paid, including the Booking Fee.
8. The Photographer cannot be held responsible for weather conditions. Rescheduling for weather will be at the Photographer's discretion and client accepts that a decision to reschedule may be taken at short notice, including up to session start time on the agreed photo shoot date. Photographer's decision regarding suitability of weather conditions for Client's photo shoot brief will be final. Where the Client decides to cancel or reschedule for weather contrary to the Photographer's decision to proceed, the cancellation and rescheduling terms outlined above in Clauses 5.1 - 5.6 will apply.

Where a refund is due under this Agreement it shall be paid by bank transfer within 15 Business Days of the event triggering such refund.

6. Photography

1. The Client shall specify the subject matter of the Photo Shoot and shall, prior to the date of the Photo Shoot, specify any particular Photographs or compositions they require.
2. Subject to any specific requirements set out by the Client, the Photographer shall use her own exclusive judgement when selecting equipment and deciding upon artistic factors such as composition, lighting and photographic style.
3. Subject to the nature of the Photo Shoot and the specific requirements of the Client the Photographer will take as many Photographs as she deems appropriate with a view to giving the best choice when processing and preparing the final Photographs for selection by the Client. The number of Photographs taken during the Photo Shoot shall not affect the Price payable by the Client.
4. Following processing and preparation of the Photographs the Photographer will make proofs available to the Client to enable the Client to view and/or select the Photographs they require. The Photographer shall deliver the Selected Photographs to the Client via an online gallery with digital download facility, subject to the terms of the Licence granted in Clause 7.
5. The Photographer shall deliver the Selected Photographs to the Client in the format(s) agreed at the time of selection, subject to the terms of the Licence granted in Clause 7.
6. The Client shall have a period of 5 business days following the delivery of the Selected Photographs to inform the Photographer of any discrepancies with their choices or significant flaws in the Selected Photographs which were not visible in the proofs. The Photographer shall undertake any necessary remedial action which is possible upon being informed of any such problems.
7. Subject to the provisions of sub-Clause 6.6 there shall be no right to reject the Photographs on the basis of style or composition unless a Rejection Fee is paid by the Client.
8. The Photographer shall be free to sub-contract any of her obligations under this Agreement provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Client.

7. Copyright and Licensing

1. The copyright in the Photographs is and shall remain the property of the Photographer. Subject to a written agreement to the contrary nothing in this Agreement shall vest any ownership rights in the Client.

2. All Licences shall become effective following delivery of the Selected Photographs to the Client and, subject to the provisions of sub-Clauses 4.4 and 7.8, shall continue from that date for the duration of copyright protection (which shall be the life of the Photographer plus 70 years under Section 12 of the Copyright Designs and Patents Act 1988).
3. All Licences shall be granted on a per-Project basis. The Client shall pay Royalty Fees once per Project and shall not be required to pay recurring Royalty Fees for repeated use within the same Project.
4. The Client shall be permitted to use the Selected Photographs in any Project subject to the following limitations:
 - The Selected Photographs may not be used for any purposes which are libellous, defamatory, pornographic, obscene or otherwise unlawful;
 - The Selected Photographs may not be used to form any part of a logo, service mark, trade mark or any other form of business or brand identity;
 - Where the Selected Photographs are to be published on a website of any kind the Client must take reasonable steps to limit the ease of copying and downloading the same.
5. The Licences shall apply only to the stated Selected Photographs and Projects and shall not extend to proofs or any other material provided by the Photographer to the Client or any other Projects.
6. The Client may not sub-licence the Selected Photographs without the prior written permission of the Photographer.
7. The Photographer reserves the right to use the Photographs in any advertising or promotional material provided such material is only related to the Photographer or her services.
8. The Licences granted to the Client shall be automatically revoked if the Client breaches any of its terms.

8. Insurance, Liability and Indemnity

1. The Photographer shall have in place public liability insurance with a limit of indemnity of £5,000,000.
2. The Photographer shall have in place professional indemnity insurance with a limit of indemnity of £75,000. However, in the unlikely event of a total photographic failure or cancellation of this Contract by either party, the liability of one party to the other shall be limited to the total value of the Contract. Neither party shall be liable for any indirect or consequential loss.
3. Whilst the Photographer shall use all reasonable endeavours to ensure that all Photographs delivered in a digital format are free from viruses and errors, provides no guarantee that the Photographs will be free from such defects and accepts no liability for any loss or damage which may result from the same.

9. Force Majeure

1. No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
2. In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 5 business days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

10. Term and Termination

1. This Agreement shall come into force from the date of signature by both parties and shall continue from that date, until the services and deliverables have been provided, unless it is terminated earlier subject to the provisions of this Clause 10.
2. In the event of cancellation under Clause 5 this Agreement shall immediately terminate.

3. Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 10 Business Days of the due date for payment;
 - the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation;
 - anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - that other Party ceases, or threatens to cease, to carry on business; or
 - control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

For the purposes of this sub-Clause, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. Effects of Termination

Upon the termination of this Agreement for any reason:

1. any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
3. termination shall not affect or prejudice any 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 right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination; and
4. subject as provided in this Clause 11 and except in respect of any accrued rights neither Party shall be under any further obligation to the other;

12. 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 of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

14. 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 into effect of this Agreement.

15. Assignment and Sub-Contracting

1. Subject to sub-Clause 15.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
2. The Photographer shall be entitled to perform any of the obligations undertaken by her through any other member of her group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Photographer.

16. Time

The Parties agree that the times and dates referred to 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.

17. Relationship of the Parties

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

18. Third Party Rights

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Subject to this Clause 18 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

19. Notices

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.
2. Notices shall be deemed to have been duly given:
 - when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid;
3. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. Entire Agreement

This Agreement, together with the Quote, contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement.

21. Dispute Resolution

1. Complaints should be raised by the Client directly to the Photographer in writing within 10 business days of the occurrence which gives rise to the complaint. The Photographer will consider the complaint and shall provide a response to the Client within 15 business days of receipt of the Complaint.
2. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
3. In the unlikely event of an unresolved complaint the Client may request the Guild of Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

22. Law and Jurisdiction

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Northern Ireland. Subject to the provisions of Clause 22, any dispute, controversy, proceedings or claim between the Parties 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 Northern Ireland.

Data Protection

Any personal data collected from you shall be processed in accordance with the Privacy Policy set out in the Terms and Conditions (provided by email when signing this contract and available to view at: <https://gillianrobbphotography.co.uk/contract-privacy-policy-pdf>)