

PHOTOGRAPHY SERVICES CONTRACT

This Agreement is made on the date of last signature below between:

1. JAI MEDIA LTD, a company incorporated in England and Wales with registered number JAI MEDIA LTD whose registered office is at flat 1 landsowne mansions, 124 City Road, EC1V 2NX, London (John Isaacson); and
2. The Client, the signatory of the John Isaacson's Booking form associated with this document found at www.johnisaacson.co.uk

Agreement

Meanings

1. In this Agreement, the following words are defined:

Agreement	this agreement for the provision of the Services (as defined below) including any schedules;
Confidential Information	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;
Engagement	the engagement of John Isaacson by the Client on the terms of this Agreement;
Effective Date	the date on which the Agreement is signed by all parties;
Deliverables	all photographs, negatives, videos and other materials provided by John Isaacson, in whatever form, including but not limited to hard copy and electronic form, which are developed, created, prepared or devised by John Isaacson in the provision of the Services to the Client;
Intellectual Property Rights	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by John Isaacson in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
Premises	;
Services	the services to be provided by John Isaacson in a photographer capacity for the Client as described in the section entitled 'Provision of Services';
Shoot	the number of confirmed days on which the job is undertaken as a whole, or in separate parts;
Stated Purpose	any.

2. In this Agreement, unless the context requires a different interpretation:
 - a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;

- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and subheadings do not form part of this Agreement; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

Provision of Services

- 3. John Isaacson shall provide the services booked by the client via www.johnisaacson.co.uk. Booking details will accompany this contract.
- 4. The Deliverables are to be sent to the Client within a reasonable period of time of the Shoot taking place, in any event, within 30 calendar days, through online file sharing. John Isaacson shall keep the Deliverables for a minimum of 1 month or as otherwise agreed by the parties.
- 5. The Services will be provided by John Isaacson or an associate or employee of John Isaacson.
- 6. The Shoot is to take place on the agreed date and times to be agreed via the booking form associated with this contract found at www.johnisaacson.co.uk.
- 7. John Isaacson will provide the Services (not including the delivery of any Deliverables) at the Premises.
- 8. John Isaacson shall perform the Services with reasonable care and skill, in accordance with:
 - a. generally recognised commercial practices and standards in the applicable industry; and
 - b. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.
- 9. John Isaacson shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to John Isaacson
- 10. If a Shoot is cancelled for reasons outside the control of John Isaacson (including but not limited to unsuitable weather or light conditions), the following fees shall apply:
 - a. 100% of fees for cancellation within 30 days or more of the agreed date.
 - b. 75% of fees for cancellation within 10 days or more of the agreed date.
 - c. 25% off fees for cancellation in 7 days or more of the agreed date.

Term

- 11. The Agreement begins on the Effective Date and will continue until the completion of the Services, or until notice is given in accordance with the procedure set out in the section entitled 'Ending the agreement'.

Deposit

- 12. The Client is required to pay a deposit of 50% (**Deposit**) within 1 days of agreeing to the Services. The Deposit shall be non-refundable unless John Isaacson fails to provide the Services and is at fault for such failure (where the failure is not the fault of John Isaacson, no refund will be made).

Refunds

- 1. In the case that John Isaacson fails to provide the services a full refund shall be issued.

Fees

- 13. The Client is responsible for the payment of fees. John Isaacson will charge the Client for the Services at the rate advertised for the service at the time of booking. VAT is not included in the Fee.

14. The Client will receive an invoice upon completion of the Services. Any invoices submitted by John Isaacson must be paid within 30 days of the date of invoice. The client can also pay in advance via John Isaacson online booking system.
15. Without prejudice to any other right or remedy that it may have, if the Client fails to make any payment due to John Isaacson under this Agreement by the date payment is due, then the Client shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
16. Amounts payable to John Isaacson under this Agreement shall be paid into the following bank account by electronic funds transfer unless otherwise notified by John Isaacson to the Client in writing in accordance with this Agreement:
 - a. Bank: REVOLUT
 - b. Account holder name: JAI MEDIA LTD
 - c. Account number: 20519745
 - d. Sort code: 04-00-75
17. All sums payable to John Isaacson under this Agreement shall become due immediately on its termination, despite any other provision.

Expenses

18. John Isaacson is responsible for all costs associated with the provision of the Services.

Circumstances beyond the control of either party

19. Neither party 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.
20. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
21. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
22. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
23. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under this Agreement.

Indemnity

24. John Isaacson shall only be responsible for obtaining clearance in respect of third party copyright works, trademarks, designs or any other intellectual property rights if this has been expressly agreed in writing with the Client before the Shoot.
25. In all other cases, the Client shall be responsible for obtaining such clearances and will indemnify John Isaacson against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

Liability and Insurance

26. Nothing in this Agreement limits or excludes either party's liability for:
 - a. death or personal injury caused by its negligence; or

- b. fraud or fraudulent misrepresentation or wilful default; or
 - c. liability under the indemnities contained in the section entitled 'Indemnity'; or
 - d. any other liability which cannot be limited or excluded by applicable law.
27. Subject to the preceding clause, neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- a. loss of profits;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of or damage to goodwill;
 - f. loss of use or corruption of software, data or information;
 - g. any indirect or consequential loss.
28. Subject to the two preceding clauses and the clause above (**Indemnity**), the total liability of either party for any other loss of the other party in respect of any one event or series of connected events shall not exceed £0.
29. During this Agreement, John Isaacson and the Client shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

Confidential Information

30. John Isaacson acknowledges that in the course of the Engagement, it may have access to Confidential Information. John Isaacson agrees to accept the restrictions in this clause.
31. John Isaacson shall not (except in the proper course of its duties) either during the Engagement or at any time after the expiry or termination of this agreement (for whatever reason), use or disclose to any third party (and shall use best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- a. any use or disclosure authorised by the Client or required by law; or
 - b. any information which is already in, or comes into the public domain otherwise than through John Isaacson's unauthorised disclosure.

Intellectual Property

32. The entire copyright in the Deliverables, including ownership of all materials embodying these rights to the fullest extent permitted by law, is retained by John Isaacson at all times throughout the world.
33. John Isaacson grants the Client a royalty-free, exclusive, perpetual worldwide licence of all existing and future Intellectual Property Rights in the Deliverables and all materials for the Stated Purpose.
34. Insofar as they do not vest automatically by operation of law or under this Agreement, John Isaacson holds legal title in these rights on trust for the Client.
35. The licence comes into effect from the date of payment of the Fees.
36. No use may be made of the Deliverables before payment of the Fees is made in full without John Isaacson's permission. Any permission, which may be given for prior use of the Deliverables, will be automatically revoked if full payment of the Fees is not made by the due date or if the Client is put into receivership or liquidation.
37. Where use of the Deliverables is restricted in the licence, permission to use the Deliverables for any purpose other than the Stated Purpose will be granted upon full payment by the Client of a further fee to be agreed with John Isaacson
38. The benefit of the licence shall not be assigned to any third party without John Isaacson's permission in writing.
39. Any changes required to the terms of the licence must be agreed with John Isaacson in writing.

40. John Isaacson reserves the right to use the Deliverables for advertising, display or for any other purpose not restricted to use in their portfolio.

Ending the agreement

41. Either party may terminate this Agreement by giving the other party 30 days' written notice.
42. A party may terminate the Agreement immediately by giving written notice to the other party if that other party:
- does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
 - commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 14 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
 - persistently breaches any term of the Agreement;
 - is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
 - is a company over any of whose assets or property a receiver is appointed;
 - makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
 - undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (if an individual) dies or as a result of illness or incapacity becomes incapable of managing their own affairs.

Consequences of ending the agreement

43. On termination or expiry of this Agreement, the Client shall immediately pay to John Isaacson all of John Isaacson's outstanding unpaid invoices and interest.
44. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
45. Other than as set out in this Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

Privacy

46. John Isaacson respects the Client's privacy and complies with the GDPR with regard to the Client's personal information.
47. This Agreement should be read alongside and is in addition to John Isaacson's Privacy Policy, a copy of which, can be obtained from John Isaacson.
48. For the purposes of this Agreement:
- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - 'GDPR' means the UK General Data Protection Regulation.
 - 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
49. Where the Client supplies Personal Data to John Isaacson for the provision of the Services and John Isaacson Processes that Personal Data in the course of providing the Services to the Client, John Isaacson will comply with the obligations imposed by the Data Protection Laws:
- before or at the time of collecting Personal Data, John Isaacson will identify the purposes for which information is being collected;
 - John Isaacson will only Process Personal Data for the purposes identified;

- c. John Isaacson will respect the Client's rights in relation to Personal Data;
 - d. John Isaacson will implement technical and organisational measures to ensure the Client's Personal Data is secure; and
 - e. John Isaacson will 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 relevant supervisory authority (as defined in the GDPR), the communication of Personal Data breaches to the data subject and data protection impact assessments (as defined in the GDPR).
50. For any enquiries or complaints regarding data privacy, the Client can email John Isaacson at hello@johnisaacson.co.uk.

General

51. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
52. No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other party.
53. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
54. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
55. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
56. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
57. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
58. This Agreement is not an employment contract and nothing in the Agreement will establish any employment relationship between John Isaacson and the Client.
59. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at John Isaacson's registered address or place of business, or sent by email to John Isaacson's main business email address: hello@johnisaacson.co.uk. Notices:
- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day (which, for the purposes of this Agreement, means any day other than a Saturday, Sunday or public holiday in England and Wales) and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
 - c. sent by email will be deemed to have been received on the next Working Day after sending.

Governing law and jurisdiction

60. This Agreement will be governed by and interpreted according to English and Welsh law. All disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement by agreeing to and completing John Isaacson's booking form at www.johnisaacson.co.uk