

Photography Booking Form		Job number:	
		PO No.	
		Photographer:	
Date:		Day:	
Start Time:		End Time:	
Client Company Name:			
Publication:			
Contact Name on site:		Contact Tel:	
Building Name/Number:			
Street:			
Town:		Postcode:	
Headlines Contact:			
Job Description:			

Photography Booking Form	Job number:	
	PO No.	
	Photographer:	
Special Instructions: 		

Copyright Notice

In accepting a commission from Headlines Corporate News you agree:

To act as an agent and representative of Headlines Corporate News and to be bound by our standards of behaviour, punctuality, flexibility and customer service;

To assign to Headlines ownership of the copyright of any material created during the course of the commission;

To observe strict confidentiality and not to divulge to any third party any information obtained during the course of the commission;

To label all images and embed all information as instructed by Headlines Corporate News, and to provide all images in a format and to a schedule as requested – in any event no later than 24 hours after the images have been taken;

An offer of work by Headlines Corporate News does not constitute a commission except where confirmed by a Purchase Order;

That costs quoted and agreed in advance, inclusive of travel and other expenses except where agreed otherwise, will be the costs invoiced by you except where costs are reduced as a result of cancellation or curtailment of the job;

Payment will be made in full by Headlines Corporate News at the end of the month following the month during which your invoice is received;

Not to solicit additional business other than as an agent of Headlines Corporate News – and to refer any request for additional work to Headlines Corporate News;

Not to sell or attempt to sell, or offer free of charge, or use for personal or promotional use, any image taken during the course of a commission by Headlines Corporate News;

Not to manipulate or change in any way any image taken during the course of a commission, except with the prior consent of Headlines Corporate News

Signed:

Date:

HEADLINES CORPORATE NEWS LTD CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 In these Conditions of Purchase ("Conditions") the following words shall have the following meanings:

Word Meaning

"Contract" the Order and any documents referred to therein as being incorporated into the Order including, but not limited to, these Conditions;

"Headlines corporate news ltd" Headlines corporate news ltd, also trading as 'headlines clear communication', whose registered office is Medina House, 318 Silbury Boulevard, Milton Keynes, MK9 2AE and whose company number is 0425 7409;

"Goods" the goods described in the Order to be purchased by Headlines corporate news ltd (including any part or parts of them);

"IPR" intellectual property rights including, but not limited to, copyright, patents, inventions, design rights, know-how, utility models, trademarks, topography rights and all intellectual property rights of a similar nature or having equivalent or similar effect, which may subsist anywhere in the world (whether registered or unregistered or capable of registration and including the application for registration of any such right) and all renewals, extensions and upgrades thereof;

"Order" the purchase order from Headlines corporate news Ltd requesting the Seller to supply the Goods and/or Services;

"Seller" the person, firm, company or other entity that accepts the Order;

"Services" the services described in the Order to be purchased by Headlines corporate news ltd (including any part or parts of them).

1.2 The headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 These Conditions are the only terms and conditions upon which Headlines corporate news ltd is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of any Order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.3 No variation to any part of the Contract shall have any effect unless confirmed by Headlines corporate news ltd in writing or by issuing a revised Order.

3. QUALITY AND DEFECTS

3.1 The Seller warrants that:

3.1.1 the Goods shall be of the best design, quality, material and workmanship, be without fault and conform in all respects with the Order and any specification and/or patterns supplied or advised by Headlines corporate news ltd to the Seller;

3.1.2 the Services shall be carried out with all due professional care, skill and diligence using the best working practices and using appropriately qualified and experience people;

3.1.3 the Goods and/or Services shall comply with any applicable industry standards and / or as may be indicated in the Order and / or otherwise reasonably inferred from end -use;

3.1.4 it has full capacity, power and authority (including rights under third party IPR) to enter into the Contract and to supply and grant the necessary rights in respect of the Goods and/or Services pursuant the Contract; and

3.1.5 the Goods and/or Services and the provision thereof will comply with, and the Contract shall be performed in compliance with, all applicable laws, rules, regulations and ordinances.

3.2 Headlines corporate news rights under these Conditions are in addition to any statutory warranties or conditions implied in favour of Headlines corporate news ltd.

3.3 Headlines corporate news ltd shall have the right to inspect and test the Goods or monitor the performance of the Services at any time prior to delivery of the Goods or the completion of the Services.

3.4 If the results of such inspection or testing indicate that the Goods or Services do not conform with or are

unlikely to conform with the Seller's warranties in Clause 3.1, Headlines corporate news ltd shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition Headlines corporate news ltd shall have the right to require and witness further testing, inspection or monitoring.

3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods or Services and any such testing, inspection or monitoring shall not diminish or otherwise affect the Seller's obligations under the Contract.

4. INDEMNITY

4.1 The Seller shall keep Headlines corporate news ltd indemnified in full against all direct, indirect, consequential, financial or economic liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses), including but not limited to, loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software and / or data, loss of use of any computer or other equipment or plant, wasted management or other staff time and losses or liability under or in relation to any other contract awarded against or incurred or paid by Headlines corporate news ltd as a result of or in connection with:

4.1.1 defective workmanship, quality or materials in the Goods and/or Services occurring within 24 months of delivery or completion;

4.1.2 an infringement or alleged infringement of any IPR caused by the use, manufacture or supply of the Goods and/or Services; and

4.1.3 any claim made against Headlines corporate news ltd in respect of any liability, loss, damage, injury, cost or expense sustained by Headlines corporate news ltd' employees, agents or customers or by any third party, to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services.

5. DELIVERY

5.1 The Goods shall be delivered, carriage and insurance paid, to the place stated in the Order. The Seller shall unload the Goods as directed by Headlines corporate news ltd.

5.2 The delivery date for Goods and/or the completion date for the Services shall be specified in the Order, or if no such date is specified then delivery and/or completion shall take place within 28 days of the date of the Order. Time shall be of the essence.

5.3 The Seller shall ensure that each delivery of Goods is accompanied by a delivery note, which shows, amongst other things, the order number, date of order, number of packages and descriptions of the Goods sufficiently detailed to identify them as the subject of the relevant order and, in the case of part delivery, the outstanding balance remaining to be delivered.

5.4 Unless otherwise stipulated by Headlines corporate news ltd in the Order, deliveries of Goods and/or performance of Services shall only be accepted in normal business hours.

5.5 If the Goods are not delivered and/or the Services are not completed on the due date then, without prejudice to any other rights that it may have, Headlines corporate news ltd reserves the right to:

5.5.1 terminate the Contract in whole or in part;

5.5.2 refuse to accept any subsequent delivery of the Goods or performance of the Services;

5.5.3 recover from the Seller any expenditure reasonably incurred by Headlines corporate news ltd in obtaining the Goods and/or Services from another supplier; and

5.5.4 claim damages for any additional costs, losses or expenses incurred by Headlines corporate news ltd, which are in any way attributable to the Seller's failure to deliver the Goods and/or complete the Services by the delivery date determined by clause 5.2.

5.6 If the Seller requires Headlines corporate news ltd to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to Headlines corporate news ltd and any such packaging material will only be returned to the Seller at the cost of the Seller.

5.7 Where Headlines corporate news ltd agrees in writing to accept delivery by installments the Contract will be construed as a single contract covering all installments. Nevertheless failure by the Seller to deliver any one installment shall entitle Headlines corporate news ltd at its option to treat the whole Contract as repudiated and the rights reserved to Headlines corporate news ltd specified in clause 5.5 will apply.

5.8 If the Goods are delivered to Headlines corporate news ltd in excess of the quantities ordered, Headlines corporate news ltd shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.

6. RISK, PROPE RTY, ACCIDENTS & DAMAGE

6.1 The Goods shall remain at the risk of the Seller until delivery to Headlines corporate news ltd or it's client is complete (including off - loading and stacking and signature by Headlines corporate news ltd to acknowledge delivery (although not the condition) of the Goods when title and risk in them shall pass to Headlines corporate news ltd.

6.2 The Seller shall be liable for and shall indemnify Headlines corporate news ltd against al claims in respect of personal injury or death or in respect of loss of or damage to any property that arises out of or in consequence of the supply of the Goods and/or Services and against all demands, costs, charges and expenses

arising in connection therewith.

6.3 The Seller shall prior to the commencement of any work on site insure in any amount not being less than £10,000,000 per event, against its liability for death or personal injury or damage to any property.

The terms of the policy shall include provision whereby in the event of any claim being made against Headlines corporate news ltd in respect of which the Seller would be entitled to indemnity under the policy, the insurers will indemnify Headlines corporate news ltd against such claims, including any costs, charges and expenses in respect thereof.

6.4 The Seller shall insure and maintain insurance against its liability for accidents or injury to workmen for an amount not being less than £5,000,000 per event. The terms of any such policy shall also include the provision to indemnify Headlines corporate news ltd referred to in Clause 6.3.

6.5 All insurance shall be effected by an insurer of good repute and the Seller shall from time to time, if requested by Headlines corporate news ltd produce the policy and receipts for premiums paid as satisfactory evidence of insurance cover. The Seller shall immediately notify Headlines corporate news ltd of any material alteration to the terms of the insurance policy or in the amounts for which insurance is provided.

7. PRICE

7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by Headlines corporate news ltd shall be exclusive of value added tax but inclusive of all other charges, including but not limited to carriage charges.

7.2 No variation in the price or extra charges will be accepted without written agreement from Headlines corporate news ltd.

8. PAYMENT

8.1 The Seller shall invoice Headlines corporate news ltd after delivery of the Goods and/or completion of the Services. Each invoice shall state the order number and Seller's code as they appear on the face of the Order. Invoices that do not contain this information will not be paid until an invoice that complies with this clause is provided.

8.2 Headlines corporate news ltd shall pay invoices that comply with Clause 8.1 at the end of the month following the month of invoice. Time for payment shall not be of the essence of the Contract.

8.3 Without prejudice to any other right or remedy, Headlines corporate news ltd reserves the right to set off any amount owing at any time from the Seller to Headlines corporate news ltd against any amount payable by Headlines corporate news ltd to the Seller under the Contract.

9. CONFIDENTIALITY & PUBLICITY

9.1 The Seller shall keep in strict confidence and should use for any purpose other than the purpose of Contract all technical or commercial know-how, specifications, inventions, IPR, processes or initiatives which are disclosed to it by Headlines corporate news ltd or its agents and any other information concerning Headlines corporate news ltd' business or its products, which the Seller may obtain ("Confidential Information"). The Seller shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations under the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

The Seller shall make no announcement or disclosure regarding the Order without Headlines corporate news ltd' prior written consent.

10. HEADLINES CORPORATE NEWS LTD PROPERTY

10.1 All IPR that is created or is incorporated as part of the Goods or necessary to perform or arising from the performance of the Services shall vest with and be the exclusive property of Headlines corporate news ltd and the Seller shall obtain appropriate undertakings from its licensors and/or sub-contractors (if any) to vest such ownership in Headlines corporate news ltd.

10.2 Materials, equipment, tools, dies, moulds or IPR supplied by Headlines corporate news ltd to the Seller or used by the Seller specifically in the manufacture of the Goods or the provision of the Services shall at all times be and remain the exclusive property of Headlines corporate news ltd but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to Headlines corporate news ltd and shall not be disposed other than in accordance with Headlines corporate news ltd' written instructions, nor shall such items be used otherwise than as authorized by Headlines corporate news ltd in writing.

10.3 Where the Goods to be supplied is or includes bespoke software, Headlines corporate news ltd shall receive full, unrestricted irrevocable and world-wide title and ownership to that software and the Seller shall take all steps necessary to fulfill this condition.

10.4 Where the Goods to be supplied is or includes software that is not owned by either Headlines corporate news ltd or the Seller, then the Seller shall obtain a full, unrestricted, irrevocable, world-wide license authorizing Headlines corporate news ltd' use of the software.

11. TERMINATION

11.1 Headlines corporate news ltd shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discon-

tinued and Headlines corporate news ltd shall pay to the Seller fair and reasonable compensation for work -in progress at the time of termination but such compensation shall not include any loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software and / or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liability under or in relation to any other contract, indirect loss or damage, consequential loss or damage, special loss or damages .

11.2 Without limiting Clause 11.1, Headlines corporate news ltd shall have the right at any time by giving notice in writing to Seller to terminate the Contract forthwith if:

11.2.1 the Seller commits a breach of any of the terms and conditions of the Contract;

11.2.2 any distress, execution or other process is levied upon any of the assets of the Seller;

11.2.3 the Seller enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or a resolution is passed for its winding up (except voluntarily for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Seller's undertaking or assets;

11.2.4 the Seller ceases or threatens to cease to carry on its business; or

11.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of Headlines corporate news ltd the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy.

11.3 The termination of the Contract, however arising, will be without prejudice to the rights and duties of Headlines corporate news ltd accrued prior to termination. The Conditions, which expressly or by implication have effect after termination, will continue to be enforceable not withstanding termination.

12. REMEDIES

12.1 Without prejudice to any other right or remedy which Headlines corporate news ltd may have, if the Seller fails to supply any Goods and/or perform any Services in accordance with, or to comply with, any of the terms of this Contract, Headlines corporate news ltd shall be entitled at its sole option to any one or more of the following remedies, whether or Headlines corporate news ltd has accepted not any part of the Goods and/or Services:

12.1.1 to rescind the Order;

12.1.2 to reject the Goods and/or Services (in whole or in part) and return the Goods to the Seller at the risk and cost of the Seller and receive a full refund for the Goods so returned and/or the Services so rejected forthwith from the Seller;

12.1.3 to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and/or re -perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.1.4 to refuse to accept any further deliveries of the Goods; or

12.1.5 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.

13. ASSIGNMENT

13.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of Headlines Corporate News Ltd.

13.2 Headlines corporate news ltd may assign the Contract or any part of into any person, firm or company.

14. FORCE MAJEURE

14.1 Headlines corporate news ltd reserves the right to defer the date of delivery, completion or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond it's reasonable control including, without limitation, acts of God or government, war or national emergency, riot, civil commotion, fire , explosion, flood, epidemic, lock outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15 HEALTH SAFETY & ENVIRONMENT

15.1 The Seller shall at all times comply with all legislation, standards and regulations, including but not limited to, those relating to Consumer Protection and Health, Safety and Environment, which are relevant to any Goods and/or Services supplied pursuant to the Contract.

15.2 The Seller shall not supply any Goods and/or Services that are intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed to by the parties in advance.

16. GENERAL

16.1 Each right or remedy of Headlines corporate news ltd under the Contract is without prejudice to any other right or remedy of Headlines corporate news ltd whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed sev-

erable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3 Failure or delay by Headlines corporate news ltd in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.4 Any waiver by Headlines corporate news ltd of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other of the Contract.

16.5 English law shall govern the formation, existence, construction, performance, validity and al aspects of the Contract and the parties submit to the exclusive jurisdiction of the English courts.

16.6 The parties agree that a person who is not a party to this Contract shall have no right or remedy under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.