

PHOTOGRAPHY TERMS AND CONDITIONS

1. The terms and conditions set out in this document will apply to any contract between The Trustees of the Borough Market Southwark, of 8 Southwark Street, London SE1 1TL ("TBM") and any natural or legal person (the "Photographer") to whom authorisation is granted by TBM to enter on to, and carry out photographic activities in, the Borough Market, London SE1 marked in red on the attached plan (the "Market") which contract shall be formed upon the occurrence of the following events:
 - a. The receipt by TBM of a photography application submitted by the Photographer in the form provided from time to time by TBM;
 - b. The issue by TBM of a letter or email (the "Offer Letter") setting out the dates and times on which TBM will permit the Photographer to enter on to and to take photographs within the Market (the "Agreed Date and Times");
 - c. Acceptance by the Photographer of the terms of the Offer Letter (the "Acceptance") which for the avoidance of doubt shall be constituted by either:
 - i) the sending of a letter or email by the Photographer to TBM confirming such acceptance; or
 - ii) the payment to TBM by the Photographer of the Fee as defined in paragraph 2 below
2. a. The Photographer will prior to its entry to the Market pay to TBM a fee as set out in the offer letter (the "Fee") as consideration for the grant of a licence to enter into and take photographs at the Market on the Agreed Date and Times. The Fee may not be paid by debit or credit card but may be paid by:
 - i) bank transfer (Sort Code: 51 50 03, Account Number 09119760);
 - ii) cheque (to be cleared prior to the Agreed Date and Times and to be made payable to The Trustees of the Borough Market); or
 - iii) cash.
 - b. If following the Acceptance, the Producer shall notify TBM:
 - (i) more than 24 hours in advance of the Agreed Date and Times that it no longer wishes to enter into and film at the Market then the Producer shall be liable to pay to TBM a cancellation fee equivalent to 50% of the Fee;
 - (ii) less than 24 hours in advance of the Agreed Date and Times that it no longer wishes to enter into and film at the Market then the Producer shall be liable to pay to TBM a cancellation fee equivalent to the fee.
3. The Photographer warrants that the Market will not be identified by name, and no branding which will identify the Market will be included, in any photographs taken at the Market on the Agreed Date and Times which will be published, shown, displayed, broadcast or circulated in any medium whatsoever by the Photographer or by any third party. The Photographer acknowledges that "Borough Market" is a trademark registered both in the UK and the European Community, and that any unauthorised use of the term by the Photographer will constitute an infringement of this trademark. The Photographer will also procure that no unauthorised use of the term "Borough Market" will be made by any of its employees, agents or sub-contractors.

4. The Photographer agrees that its photographic activities at the Market on the Agreed Date and Times will be covered by public liability insurance of at least £5 million per individual incident. Copies of all relevant insurance papers must be submitted to TBM's Operations Manager at least [3] working days prior to entry into the Market by the Photographer or any of its employees, sub-contractors or agents.
5. The Photographer will under no circumstances, and will procure that its employees, sub-contractors or agents will under no circumstances, hold TBM or their representatives liable for any damage to or loss of personal property, equipment sustained during the taking of photographs or vehicles parked within the boundaries of the Market.
6. The Photographer agrees and will procure the agreement of its employees, sub-sub-contractors or agents that neither TBM nor their representatives will be liable for any personal injury to or death of any of the Photographer's employees, sub-contractors or agents in the Market during the Agreed Date and Times.
7. Nothing in these terms and conditions shall limit or exclude TBM's liability for:
 - (a) death or personal injury or damage to property caused by negligence on the part of TBM or its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for TBM to exclude or restrict liability.
8. The Photographer acknowledges that it will be liable for any damage or injury caused to the Market, any property belonging to TBM, persons on such property or the property of any persons on such property which arises from or in connection with any act or omission of the Photographer or its employees, sub-contractors or agents, on property belonging to TBM.
9. The Photographer acknowledges and agrees that it shall to the greatest extent permitted by law indemnify TBM against:
 - a) any direct or indirect costs, expenses, loss, or damage which may be incurred by or caused to TBM or any TBM property by any acts or omissions of the Photographer, its employees, sub-contractors or agents; and
 - b) any costs or liabilities whether direct or indirect associated with or arising out of any claim or action made or taken against TBM as a result of or in connection with the activities carried out by the Photographer, its employees, sub-contractors or agents or their presence in the Market.
10. The Photographer must at all times comply, and must ensure compliance by its employees, sub-contractors and agents, with all statutory requirements and all or any directions issued by TBM representatives including but not limited to those relating to health and safety, food hygiene and data protection whilst in or in the vicinity of the Market.
11. It is the responsibility of the Photographer to inform and where necessary obtain the written consent of the relevant authorities, traders and local residents of its plans for the taking of photographs in the surrounding area. The Photographer acknowledges that it may need to obtain separate consents from the local authority, traders and/or local residents (as applicable) to photograph at stands or stalls within Borough Market or in the area surrounding Borough Market, and that TBM provides no warranty in this respect.

12. If either party is prevented, hindered or delayed from or in performing any of its obligations under these terms and conditions by an event beyond the reasonable control of that party which could not have been prevented by the use of good industry practice but excluding the obstruction of any public highway in the vicinity of the Market (a "Force Majeure Event"), each party's obligations arising under these terms and conditions shall be suspended while the Force Majeure Event continues to the extent that it is so prevented hindered or delayed.
13. TBM reserves the right to withdraw the licence granted to the Photographer to enter into and take photographs in the Market at any time if, in the reasonable opinion of TBM, the Photographer's presence or activities at the Market cause unacceptable disruption to the operation of, or an unacceptable risk to health and safety at, the Market.
14. Each of these terms and conditions shall be construed separately and if any of them prove to be illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.
15. The failure by either party to exercise or delay by either party in exercising a right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under these terms and conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in these terms and conditions are not cumulative and are exclusive of any rights or remedies provided by law.
16. No variation or amendment of these terms and conditions shall be valid or effective unless agreed in writing between TBM and the Photographer.
17. For the avoidance of doubt, nothing in these terms and conditions is intended nor shall it be construed as creating a relationship of partnership, joint venture, agency or other relationship between the parties other than that of independent contracting parties.
18. Any grant of a licence to enter into and take photographs in the Market issued by TBM to the Photographer is a contract made solely and specifically between and for the benefit of TBM and the Photographer, and is not intended to be for the benefit of, and shall not be enforceable by, any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither TBM nor the Photographer may declare itself as trustee of the rights under it for the benefit of any third party.
19. Any grant of a licence by TBM to the Photographer to enter into and take photographs in the Market in accordance with the requirements of paragraph 1(a) to 1(d) above will constitute a contract which shall be governed by and construed in all respects in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.