



ENGLISH HERITAGE

VOLUNTEER PHOTOGRAPHER AGREEMENT

THIS AGREEMENT is made the [INSERT DATE BY HAND] [INSERT DATE] 2020 between THE ENGLISH HERITAGE TRUST with company number 7447221 and charity number 1140351 whose registered office is at Engine House, Fire Fly Avenue, Swindon, England, SN2 2EH ("English Heritage") and the Volunteer Photographer named below upon and subject to the terms and conditions of this Agreement.

Table with 2 columns and 2 rows. Row 1: 1. Volunteer Photographer, [INSERT DETAILS]. Row 2: 2. Details of Volunteer Services, list of tasks including taking photos and working to a brief.

The Volunteer Photographer hereby confirms these details and agrees to abide by the terms and conditions and schedules that are attached hereto and incorporated herein.

SIGNED:.....

SIGNED:.....

PRINT NAME:.....

PRINT NAME:.....

For and on behalf of

THE ENGLISH HERITAGE TRUST

[INSERT NAME]

PART 2: TERMS & CONDITIONS

These terms and conditions and attached schedules together with the terms appearing overleaf (the "Commission Details") constitute the entire agreement between English Heritage and the Voluntary Photographer (the "Agreement"). In the event of any conflict between the Commission Details and these terms and conditions the Commission Details shall prevail. The terms and expressions defined in the Commission Details shall have the meanings ascribed to them there unless the context admits otherwise.

1 Definitions and interpretation

1.1 In this Agreement the words set out below have the meanings given when used:

Photography Sessions	Photography sessions undertaken by the VP at the Location as more particularly detailed in Schedule 3;
Data	All designs, models, drawings, prints, samples, transparencies, specifications, data, reports manuscripts, working notes, documentation, materials, manuals, photographs, negatives, tapes, discs, films software or any other similar items;
EH Employees	All employees, consultants, agents and contractors of English Heritage;
EH Intellectual Property	The trade marks and any copyright and rights in reputation, images (including images of the Location and the contents thereof), performances, designs and the like and all similar rights owned by English Heritage and/or English Heritage's employees
IP Rights	All copyright and rights in reputation, images (including images of the Location and the contents thereof), performances, designs and the like and all similar rights related to the Work or Works
Location	The free to enter English Heritage locations as agreed with English Heritage from time to time ;
Nominated Representative	One or more of the EH Employees, as notified to the VP from time to time and, as at the date of this Agreement, being [INSERT DETAILS] (email);
Party or Parties	Refers to each of English Heritage and the VP;
Period	Selected dates between the date of this Agreement and [] as agreed in advance from time to time by the VP and English Heritage;
Photography Sessions	Photography sessions undertaken by the VP at the Location as more particularly detailed in Schedule 3;
Volunteer Services	the performance as specified in the Commission Details

Submission Date means the date on which the VP submits the Work to English Heritage

Work or Works means each, some or all as the context requires of the photographs taken by the VP on behalf of English Heritage from time to time per the Photography Volunteer Role Description set out in Schedule 1

1.2 In this Agreement unless the context requires otherwise:

1.2.1 references to a Clause or Schedule are to a clause of, or schedule to this Agreement; references to this Agreement include its schedules.

1.2.2 references to this Agreement or any other document are to this Agreement or that document as amended from time to time.

1.2.3 the singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons.

1.2.4 all headings are for convenience, have no legal effect and should be ignored when interpreting this Agreement.

1.2.5 the words "other" "including" and "in particular" do not limit the generality of any preceding words.

1.2.6 a reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time.

1.2.7 the definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context otherwise requires (in interpreting words and phrases used in this Agreement)).

2 English Heritage's Participation

2.1 Subject to the provisions of this Agreement, English Heritage agrees to permit the VP access to the Location by advance written agreement to undertake Photography Sessions during the Period in consideration of the VP performing the Volunteer Services.

2.2 In consideration of the rights granted to the VP by English Heritage under this Agreement, the VP agrees to comply with the obligations set out herein.

2.3 The VP may only access the Location when accompanied by the Nominated Representative or an EH Employee appointed by the Nominated Representative (unless English Heritage expressly agrees otherwise).

2.4 English Heritage makes no guarantee or commitment as to the availability of the Location, the Nominated Representative or any EH Employees at any point during the Period.

2.5 The VP acknowledges and agrees that they will strictly adhere to each of the specific provisions set out in the Schedules.

3 Volunteer Services

3.1 The Volunteer Services shall be carried out in accordance with this Agreement and to the satisfaction of the Nominated Representative and the VP shall use the highest standards of skill and care which is ordinarily exercised by competent persons carrying out services of a similar nature and scope as the Volunteer Services.

3.2 Notwithstanding that the Volunteer Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the VP shall not be relieved from any liability or obligation under the Agreement.

3.3 If English Heritage notifies the VP of any deficiency in the Volunteer Services, the VP shall, without prejudice to English Heritage's other rights and remedies, promptly remedy the deficiency in the Volunteer Services as required by English Heritage. If the VP fails to remedy

the deficiency promptly in accordance with English Heritage's notice, English Heritage may without prejudice to any other remedy terminate the Agreement.

4 Location

- 4.1 This Agreement is not intended by the Parties to confer upon the VP any right or interest in the nature of a licence or tenancy and gives no proprietary interest whatsoever to the VP in the Location. The VP will not impede in any way the officers, servants and agents of English Heritage in the exercise by them of English Heritage's rights of possession and control of the Location.
- 4.2 If, at any time, the VP has unaccompanied access to the Location (despite any provision of this Agreement to the contrary) the VP shall inform the Nominated Representative of its time of arrival at and departure from the Location.
- 4.3 The VP will ensure that there is no damage, whether negligent or otherwise, caused by the VP to any part of the Location or their contents. The VP will not, without the express prior written consent of English Heritage, erect or attach any equipment or structures of any kind to any part of the Location.
- 4.4 No changes, additions or alterations in or to the Location whether interior or exterior and/or their contents may be made.
- 4.5 Following completion of all visits to the Location the VP will:
 - 4.5.1 remove all vehicles, equipment and any litter and waste resulting from the visit; and
 - 4.5.2 make good to the satisfaction of English Heritage any loss or damage to the Location or their contents arising out of the visit.
- 4.6 The VP shall not remove any physical matter from the Location which is not its own without the express prior consent of the Nominated Representative.
- 4.7 For the avoidance of doubt, the VP is not given any rights of vehicular access which are not generally available as a matter of right to members of the general public.
- 4.8 The VP will comply with any applicable on-site policies at the Location, including any health and safety guidance or policy.

5 The VP's Further Obligations

- 5.1 English Heritage will not be obliged to provide any contents, items, installations, heating or lighting or any other facilities (including without limitation telephones, washrooms or lavatories).
- 5.2 The VP agrees to keep the Nominated Representative informed at all times of all proposed activity at the Location. The Nominated Representative shall have the authority on English Heritage's behalf to give any such approvals as are required under this Agreement and the VP shall not seek approval in respect of any matter from any other person other than the Nominated Representative. The VP should direct all communications to English Heritage in connection with this Agreement to the Nominated Representative.

6 Intellectual Property Rights

- 6.1 All IP Rights in all Works prepared or developed by the VP under or in connection with this Agreement are hereby assigned to and shall vest in English Heritage free from any encumbrance and with full title guarantee.
- 6.2 This clause shall operate as an assignment of any future copyright or future design right within the meanings of section 91 and 223 respectively of the Copyright Designs and Patents Act 1988.
- 6.3 Notwithstanding clause 6.1 above the VP may reproduce any images of a Work or the Works for the specific purposes of:
 - 6.3.1 Promotion of any exhibition featuring the VP's works; and/or
 - 6.3.2 The inclusion of any of the Works in reference books.

6.4 The VP acknowledges that no licence is granted by English Heritage under this Agreement in relation to the English Heritage Intellectual Property Rights and their use.

7 Rights of English Heritage

7.1 English Heritage reserves the right to terminate, or prohibit the performance of the Volunteer Services at the Location, at any time if:

7.1.1 it considers this to be necessary in its absolute discretion to ensure the VP's compliance with their obligations under this Agreement; or

7.1.2 there are compelling operational reasons requiring such termination or prohibition.

8 Compliance with Legislation

8.1 The VP will observe, perform and comply with all applicable statutes, rules, regulations and orders relating to the proposed activities on the Location including, without limitation, legislation relating to planning, health and safety at work and all associated regulations and approved codes of practice.

9 Confidentiality

9.1 The VP agrees to keep strictly confidential any information concerning this Agreement, English Heritage's business, and any other information, incident or conversation concerning English Heritage or English Heritage Employees that comes to its knowledge and will not without the prior written permission of English Heritage use, disclose, reveal or publish such information to any third party,

10 Termination

10.1 English Heritage will be entitled forthwith to terminate this Agreement by written notice to the VP if:

10.1.1 the VP commits any continuing or material breach of any of the provisions of this Agreement; and

10.1.2 the VP commits or induces or allows to be committed or induced any act at the Location which is in breach of the letter or spirit of this Agreement, taking into account the national and historical importance of the Location.

10.2 Any waiver by either Party of a breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or other provision.

10.3 The rights to terminate this Agreement given by this Clause will not prejudice any other right or remedy of English Heritage in respect of the breach concerned (if any) or any other breach.

11 Entire Agreement

11.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreements between them relating to the subject matter of this Agreement. No amendment to this Agreement shall be binding on the Parties unless it is recorded in writing and signed by both Parties.

11.2 Each of the Parties acknowledge that in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

11.3 Nothing in this Clause will operate to limit or exclude any liability for fraud.

12 Severance

12.1 If any provision of this Agreement is held to be illegal, void or unenforceable the legality, validity and enforceability of the remainder of this Agreement is not to be affected.

13 No partnership

13.1 Nothing in this Agreement will make any Party the agent of the other nor will it create a partnership or relationship of employer and employee between the Parties. Neither Party has any authority to bind the other in any way.

14 Governing Law

14.1 English law applies to this Agreement and the Parties submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.

15 Third Party Rights

15.1 No person who is not a Party has any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

This document has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of

THE ENGLISH

.....

HERITAGE TRUST

Signed by

[NAME]

.....

