



PHOTOGRAPHIC AGREEMENT 2019/20

From: The Basketball League Limited, Unit E3, Leicester Business Centre,
111 Ross Walk, Leicester LE4 5HH and company number
01998309("the Company")

To: "Photographer" _____

(Insert Photographer name, Agency (if applicable) & address)

Date: _____
(Insert today's date)

Re: 2019/20 Basketball League Season

DEFINITIONS

In this agreement ("Agreement") the following words shall have the following meanings:

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|------------------------|---|
| "Club(s)" | meaning any or all of the member clubs of the Company; |
| "Data Protection Laws" | means the Data Protection Act 2018 and the General Data Protection Regulation (UK) 2016/679 |
| "Match or Matches" | means any professional competitive match played under the jurisdiction of the Company by a Club; |
| "News Item(s)" | shall mean the inclusion of the Photographs in magazines, websites and/or newspapers as approved by the Company and in association with appropriate editorial in respect of the Matches of which they form part; |
| "Photograph(s)" | means a single still visual image (or information or material capable of being converted into such) captured in physical form (including 'negative'), digital form or other form of electronic storage of whatever nature, whether transient or otherwise, or in any other form whether now existing or hereafter invented,(but excluding any moving image or images and/or digital sequencing in the form of moving images of whatever nature) captured by the Photographer using photographic equipment while present at a Venue; |

Season	means any professional basketball season in the UK during the Term typically commencing in September in one calendar year and ending in May in the next calendar year;
Term	means 1 September 2019 to 31 August 2020, including one (1) Season; and
"Venue"	means the venue owned, occupied or utilised by the Company or its Clubs for any Match.

AGREEMENT

1. Subject to clause 2 below, the Company agrees to grant the Photographer access to the Venues for the purpose of obtaining Photographs of the Matches during the Term of the Agreement only.
2. In consideration for access to the Venues for the purpose of taking Photographs of the Matches for the 2019/20 Season, the Photographer agrees:
 - 2.1 to only use the Photographs for News Items. The Photographer undertakes not to permit the Photographs to be used as an endorsement of any product or service, or for other exploitation including sale to the public or merchandising purposes, or for any purpose other than in accordance with the terms of this Agreement;
 - 2.2 to abide by all reasonable instructions issued by or on behalf of the Company and/or Club(s) and to comply with all regulations governing entry to the Venue;
 - 2.3 not to do anything which would be in contravention of, or cause the Company to be in contravention of, the Data Protection Laws;
 - 2.4 to ensure that the Photographs and inclusion of the Photographs into the New Items shall not be in breach of any third party intellectual property rights;
 - 2.5 to only utilise access to the Venues for the purpose of taking the Photographs, and not to film or create moving images, or to utilise access to record any data or statistics of the Matches or to provide any commentary on the Matches;
 - 2.6 the Photographer warrants, undertakes and agrees that it has effected adequate public/professional liability insurance cover with a reputable insurer to the extent of not less than £1,000,000 per claim or series of claims and shall maintain such cover for the duration of this Agreement and for five years thereafter. The Photographer shall produce documentary evidence of such cover upon demand;
 - 2.7 to indemnify and hold harmless the Company and Clubs from and against all direct loss, damages, costs and expenses it may suffer arising out of any breach of the terms of this Agreement by the Photographer.
3. The Photographer may not assign or sub-licence any of its rights or obligations hereunder.
4. The Company may terminate this Agreement and withdraw the permission granted herein forthwith at any time, at its discretion and without explanation.

5. This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed for and on behalf of the Company
by a duly authorised officer
(To be signed by BBL on approval of application)

Signed by or for and on behalf of the
Photographer by a duly authorised officer
(Photographer or his/her agent to sign)