

# FREEZE FRAME IMAGES LIMITED - AGREEMENT FOR IMAGE USE AND DOWNLOADS

## PARTIES & RECITALS

A This is a legal agreement between you ('You') and Freeze Frame Images Limited (Company Registration Number 05500746) ('We/Us') whose registered office is at 26-28 Southampton Street, Reading, Berkshire, RG2 2QL.

B This Agreement applies to images issued, purchased, ordered or sourced from Us and is applicable to online and digital images.

C This Agreement governs the use of the [www.freezeframeimages.co.uk](http://www.freezeframeimages.co.uk) ('Our Website').

## 1 Definitions

In this Agreement, unless the context otherwise requires:

1.1 'Business Day' means a day on which the banks are open for normal trading in London, England;

1.2 'Confidential Information' means all business, technical, financial or other information created or exchanged between the parties;

1.3 'the Content' means the written data and other copyright works and includes the Image in which We own copyright or which We have a right to publish;

1.4 'the Trade Marks' means any of Our trade marks, names and logos depicted in the schedule;

1.6 'the Image' means a graphical representation or photograph, with resolution at a level 'as is' displayed on Our Website (please refer to our Technical Information or individual image for resolution and available file size, however Our Website will not display images at a resolution above 96 dpi);

1.7 'the Image Fee' means the fee charged as agreed between the parties;

1.8 'Intellectual Property Rights' means patents, rights in design, trade marks, trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, Websites or software) whether registered or not and any applications to register or rights to apply for the registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world;

1.9 'a Website' means pages or a related group of pages linked together using the hypertext transfer protocol ('http').

## 2 Interpretation

In this Agreement unless otherwise specified:

2.1 reference to a subsidiary or holding company is to be construed in accordance with the Companies Act 1985 section 736;

2.2 reference to a party is reference to a party to this Agreement and includes his permitted assignees and/or the respective successors in title to substantially the whole of his undertaking;

2.3 reference to a person includes and person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

2.4 reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;

2.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

2.6 references to clauses, paragraphs or schedules is to clauses or paragraphs of or schedules to this Agreement; and

2.7 'includes' and 'including' shall mean including without limitation.

The schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the schedules.

### 3 Licences

3.1 Unless otherwise agreed We grant You a non-exclusive right and licence (with no right to copy or sub-licence) in accordance with the license model and rights usage as agreed at the time of purchase and detailed within the purchase invoice:

3.1.1 cache, store, use, distribute, display, communicate, transmit and promote the Images solely for your individual or commercial use; and

3.1.2 to use the Trade Marks solely for the purposes of this promotion provided that You ensure they are displayed in accordance with any reasonable guidelines issued by Us from time to time, the goodwill relating to any such use accruing to and vesting in Us.

3.2 This licence only enables You to display the Images purchased at a resolution not exceeding 72 dpi.

3.3 For the avoidance of doubt, We reserve all rights to publish the Content Ourselves and to license third parties to publish the Content.

### 4 Our obligations

Our Site contains links to other Websites. These Websites are not under our control and are not maintained by us. These links are provided on an 'as is' basis and we accept no responsibility for the content of the information provided within them.

## 5 Your obligations

Use of Our Website constitutes acceptance of the Agreement within this Agreement which will take effect when you first use Our Site. It is your responsibility to make sure that you are up to date with any modifications that are made online.

## 6 Warranties

6.1 We warrant that:

6.1.1 The Content complies with all statutory and regulatory requirements in the United Kingdom and is not under the laws of the United Kingdom obscene, blasphemous or defamatory; and

6.1.2 We either own or are licensed to grant You a licence of the Image and the Trade Marks as provided in this Agreement.

6.2 We shall use all reasonable commercial endeavours to ensure the accuracy of the Content but give no warranties and make no representations express or implied, statutory or otherwise regarding the accuracy, quality or completeness of the Content or its fitness for any purpose and We exclude any liability relating to it.

6.3 Notwithstanding any other provision of it, this Agreement does not exclude any warranties or other statutory rights.

## 7 Payment

7.1 In consideration of the rights and licences granted under this Agreement, You shall pay Us the Image Fee as appropriate to the volume of Images procured through Us.

7.2 All sums payable under this Agreement shall be payable in pounds sterling and are exclusive of VAT or other taxes and duties, which if payable shall be payable by You.

7.3 No reproduction of any image is authorised until the payment in full has been received by Us. Any reproduction by you or on your behalf prior to full payment being received by Us constitutes a breach of this Agreement and entitles Us immediately to terminate this Agreement and further constitutes an infringement of copyright.

## 8 Intellectual property

You acknowledge and agree that all Intellectual Property Rights in the Content and the Trade Marks vest and shall always remain vested in Us or Our respective licensors and that You have no right, title or interest in or to such Intellectual Property Rights other than as expressly set out in this Agreement.

## 9 Release Information

9.1 We give no representations or warranties whatsoever as to the existence of any Releases associated with the Image(s).

9.2 We give no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs, artistic works, buildings, property or person(s) depicted in any Image.

9.3 You must satisfy yourself that all Releases as may be required for Reproduction of the Image(s) have been secured. You are solely responsible for obtaining all such Releases and the License is conditional in each case on your obtaining them. If you are unsure as to whether any Releases are needed for your Image usage, then it is your responsibility to consult with the relevant parties. You shall not rely upon any representation or warranty given by Us, our employees or representatives save as set out in this Agreement.

## 10 Use of the Content

### 10.1 You undertake:

10.1.1 that You will not do anything in relation to the Content, including using it with any other material or advertisement, that might diminish the value of the Content or the Trade Marks or Our reputation, and will not do anything that is libellous, obscene or defamatory or that infringes the rights of any third party;

10.1.2 that You will notify Us as soon as is reasonably practicable if You believe or have reason to believe that the Content contains any errors or is incomplete and will provide the You with all reasonable information to assist Us to rectify the Content as soon as is reasonably practicable; and

10.1.3 that he will not alter or modify the Content in any way (other than that expressly agreed within the agreed license and detailed within the purchase invoice) and will ensure that no person does so; and

10.1.4 not to copy the Content in any way.

10.2 You acknowledge and agree that We may cease to supply any of the Content to You in the Our absolute discretion if You are in breach of any of the terms of this clause.

## 11 Disclaimer of liability for content

11.1 We provide Our Site on an 'as is' basis. No representations or warranties of any kind are made with respect to Our Site or its contents and We disclaim all such representations and warranties. Additionally, We make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in Our Site. The information contained in Our Site may contain technical inaccuracies or typographical errors. All of Our Liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

11.2 Neither Us nor any of Our directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of Our Site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss if or damage to property and claims of third parties.

11.3 Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit Our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

## 12 Indemnity

You shall indemnify and hold Us harmless from and against any and all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against Us (including, any claim in contract, tort or defamation, obscenity or breach of privacy) based on or resulting from any breach by You of the terms of this Agreement.

## 13 Cancellation

13.1 You may cancel this Agreement within 7 working days after the date of this Agreement being made.

13.2 In the event of cancellation, We will reimburse You within 30 days of the date of cancellation.

13.3 We will charge You a 25% administration for any cancellations made.

## 14 Waiver

14.1 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

14.2 No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

14.3 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

## 15 Invalidity

15.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether pursuant to any judgment or otherwise:

15.1.1 the validity, legality and enforceability under the law of that jurisdiction of any other provision; and

15.1.2 the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way.

15.2 If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision that as closely as possible reflects the commercial intention of the parties.

## 16 Remedies

16.1 The rights and remedies provided for by this Agreement are cumulative with and not exclusive of any rights or remedies provided by law.

16.2 Without prejudice to any other rights or remedies of the parties, each party acknowledges for the benefit of the other that damages might not be an adequate remedy for any breach of the provisions of this Agreement and that, accordingly, either party shall be entitled without proof of special damage to the remedies of injunction and specific performance and other equitable remedies for any threatened or actual breach of the provisions of this Agreement by the other.

## 17 Notices

17.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by email or prepaid first class post (air mail if posted to or from a place outside the United Kingdom):  
in the case of Us to:

Freeze Frame Images Limited  
26/28 Southampton Street  
Reading  
Berkshire  
RG1 2QL

Email: - [info@freezeimageimages.co.uk](mailto:info@freezeimageimages.co.uk)  
For the attention of: Robert Read

In the case of You to the contact details provided by you as part of the purchase process

And shall be deemed to have been duly given or made as follows:

- 17.1.1 if personally delivered, upon delivery at the address of the relevant party,
- 17.1.2 if sent by first class post, two business days after the date of posting,
- 17.1.3 if sent by air mail, 5 working days after the date of posting, and
- 17.1.4 if sent by fax, when despatched

provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 1700 hours it shall be deemed to be given or made at the start of the next business day.

17.2 A party may notify the other party to this Agreement of a change to his name, relevant addressee, address or fax number for the purposes of the above clause, provided that such notification shall only be effective on:

17.2.1 the date specified in the notification as the date on which the change is to take place; or

17.2.2 if no date is specified or the date specified is less than 5 business days after the date on which the notice is given, the date falling 5 business days after that date.

## 18 Entire Agreement

18.1. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes any prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement that is not expressly set forth in this Agreement save for any representation made fraudulently.

18.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the parties.

## 19 Relationship of the parties

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

## 20 Governing law and jurisdiction

20.1 This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, shall be governed by and construed in accordance with the laws of England and Wales.

20.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this Agreement and to enforce any judgment against their respective assets.

20.3 We make no warranty that the content of Our Site complies with the laws of other countries or may be lawfully accessed by persons outside the United Kingdom. Where access to Our Site by certain persons or by persons from within certain jurisdictions would be unlawful, those persons access Our Site at their own risk and are solely responsible for compliance with the laws of that jurisdiction.

## 21 Exclusion of third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under the Act by any person other than the parties to it.

## FREEZE FRAME IMAGES LTD - GOODS RETURN POLICY

About Us Freeze Frame Images Ltd are completely dedicated to your total satisfaction. If you have any suggestions or comments please email us using the link on the store page.

Our Contact details:

Freeze Frame Images Ltd  
26/28 Southampton Street  
Reading  
Berkshire  
RG1 2QL  
TEL: 0845 8687753  
Email: [info@freezeimage.co.uk](mailto:info@freezeimage.co.uk)

**Making A Purchase** Making a purchase could not be easier. Just browse our store, and add any items that you wish to buy into the shopping cart. After you have finished your selection, click on 'Checkout' and you will be asked for a few details that we need to be able to complete the order.

We accept credit card payment. If you are shopping from North America or anywhere else, place your order and your credit card company will convert the transaction to US Dollars or your own currency.

When confirmation of order is received, this is to indicate that we have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when we send you an invoice. We have included this term to protect us in the case that a mistake has been made in pricing, we have inadvertently under-priced goods, or we are no longer able to supply a particular product for some reason. In the case of a change of price, we will always contact you first to ensure that the price is acceptable.

### Shipping And Handling

All items are sent via Royal Mail First Class Post, or in the event of more bulky items, Royal Mail Parcel Post.

### Delivery Schedule

With regard to our greetings card packs, we endeavour to ship these to you within 48 hours. For our fine art prints and canvas products, please allow upto 28 days for delivery.

### Tax

Charges For orders made from the UK or the European Union, 17.5% VAT is added. All other orders are VAT free.

### Credit Card Security

When the order is placed at our website, credit card numbers are encrypted using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any web site.

#### Guarantee

We guarantee your satisfaction. All of our products come with a 30 day no quibble guarantee.

#### Reaching Us

If you need to reach us, please email us using the link on the store page, alternatively, you can call on 0845 8687753 (International +44 8458687753) or write to us at 26/28 Southampton Street, Reading, Berkshire. RG1 2QL

#### Privacy Policy

Freeze Frame Images Ltd do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Cookies are used on this shopping site to keep track of the contents of your shopping cart, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies.

#### Returns Policy

### FAULTY ITEMS

If a faulty item is delivered or it is not the item ordered, the customer will be offered a replacement. If this is not satisfactory a full refund will be offered and you will be required to return the item to us along with a signed refund and exchanges affidavit which can be obtained by contacting us by telephone on 0845 8687753. Faulty items must be returned within 30 days if a refund is to be issued. This does not affect your statutory rights as a consumer.

### ORDER CANCELLATION

If you wish to cancel an order that has NOT been despatched a full refund will be issued. You must phone us immediately (not email) on 0845 8687753 should you wish to cancel goods as any purchases that have been despatched will be subject to the returns charges listed below.

If you wish to cancel an order or return any unwanted items that have already been despatched you must do this within 30 days of receiving the goods along with a signed refund and exchanges affidavit which can be obtained by contacting us by telephone on 0845 8687753. You will be required to pay any return postage costs and for the original carriage of those products. You can opt to make arrangements for return yourself. If we have to arrange collection by courier most items incur a £25 + vat collection fee, original shipping is charged at as stated and charged at the time of purchase. Once returned in original condition ready for re-sale we will issue a refund minus any relevant delivery costs. Returns should be sent our registered office.

Your rights to return goods are protected under the EU Distance Selling Directive which can be found at <http://www.hmso.gov.uk/si/si2000/20002334.htm>