

TERMS AND CONDITIONS

Definitions

1. The “Supplier” means EYECONART Ltd, a company registered in England and Wales under company number 10926341. The “Client” means any person, body of persons, firm or Company with whom the Supplier enters into a contract for the sale of goods or provision of services.

Acceptance of Terms and Conditions

2. All contracts and transactions between the Supplier and the Client whether made orally or in writing are subject to these Terms and Conditions, the booking agreement and/or any quotation (together the “Contract”) provided which shall be deemed to be incorporated into any contact between the Supplier and all or any of its Clients.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These terms apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. You are deemed to have accepted the terms of the Contract when the first payment installment is made.

Copyright and Ownership

5. The entire copyright and any intellectual property of all images created by the Supplier including but not limited to prints, digital files or any other type of physical or electronic materials is owned by the Supplier at all times. The licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Supplier’s quotation.
6. Reproduction rights are strictly limited to printing and sharing for non-commercial purposes upon payment in full in accordance with the terms of the contract. For avoidance of doubt, usage is limited to such images as provided by the Supplier and the Client shall not manipulate any image or make use of part of such image without the prior written consent of the Supplier. An agreement must be reached with the Supplier before the pictures are used for a different purpose.
7. All original files created by the Supplier remain the property of the Supplier. Images will be made available through a password protected online gallery made available via a hyperlink to attendees for 2 weeks following the event, and stored by the Supplier for 2 months after the event. After 2 months, the images will be destroyed.
8. The Supplier reserves the right to make reproductions of the images created during engagements for marketing, promotional, competition and editorial purposes in accordance with the Supplier’s Privacy Policy.

Consent

9. All data including names and email address which result from the engagement will be stored in accordance with the Supplier’s Privacy Policy which is available on request.

PAYMENT

Payment Terms

10. Bookings are not confirmed until a deposit is received. 50% deposit is due on confirmation of the booking; this is non-refundable. 50% balance is due within 30 days of the shoot date. In the case of non-receipt of payment, the Supplier reserves the right to cancel the engagement at any time and retain the deposit.

Additional Fees

11. All prices quoted to the Client apply only to the original engagement description and specifications given to the Supplier by the Client. The Supplier reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ before or during the assignment.

Cancellation Fees

12. If a booking is cancelled or postponed by the Client within two working days of the starting time, the Supplier reserves the right to charge the full fee for the assignment. If a booking is cancelled or postponed within 10 working days of the starting time, the Supplier may charge 50% of the remaining fee outstanding.

Late Payment

13. Payment due date will be clearly noted on the relevant invoice for the engagement. Thereafter, further charges may be made for any additional statement, letter (whether as an email, fax, etc) issued for the recovery of the outstanding debt and all other costs for the recovery of debts, including bank charges. Late Payment of Commercial Debts (Interest) Act 1998 will be enforced.

Rejection

14. Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

SERVICE

Representation

15. The Client shall ensure that there is an authorised representative present at the engagement to ensure the correctness of the Supplier's interpretation of the Client's brief. In the event of no Client representation, the Supplier's interpretation of the brief shall be deemed as correct.

Conduct

16. The Client shall be responsible for the behaviour of guests at an engagement. The Supplier reserves the right to terminate any assignment without notice if he deems the Client's or the guests' behaviour to be unruly or unsafe. In such instances, the Supplier reserves the right to charge his full fees and expenses. The Client will fully reimburse the Supplier or his agent for any loss/damage they cause to property or equipment.

Delivery of Products and Services

17. The Suppliers make no guarantees of the number of photos, or the quality of individual images that are taken during the engagement although every effort will be made to comply with the Client's requirements.
18. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Supplier will not be responsible for photographs that are not produced due to technical failure.
19. The supply of products and services are provided by the Supplier on a best endeavours basis. The Supplier will not be liable for delays that are beyond his reasonable control. The Supplier shall use reasonable endeavours to meet agreed deadlines where applicable.
20. For all images/data supplied to the Client in electronic format (including but not limited to electronic mail), the Supplier will endeavour to ensure that the data sent is not corrupt. The Supplier cannot be held responsible for any damage, disruption and/or loss or any kind that the said media may cause to the Clients computer or data. The Client agrees to take similar steps to ensure that data sent to the Supplier is not corrupt and/or virus free.

Right to a credit

21. Unless otherwise agreed, the Supplier reserves the right to display its logo and branding during the engagement and subsequent communications relating to the engagement, including but not limited to banners, furniture, printed images, digital images, and electronic mail. The Supplier also asserts his/her statutory and moral right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

LIABILITY AND INDEMNITY

Liability

22. The Client agrees that in all dealings with the Supplier, the Supplier's liability will be limited to the following sums:

Public Liability: limit of liability - £1,000,000

Indemnity

23. In the unlikely event that EYECONART staff are unable to attend the booking, EYECONART will make every effort to schedule a mutually convenient alternative appointment. If the

situation should occur and a suitable alternative date is not found, responsibility and liability is limited to the return of all payments received for the booking.

24. In the unlikely event that the photographs have been lost, stolen or destroyed for reasons within or beyond the Supplier's control, the Supplier's liability is limited to the return of all payments received for that booking, except for expenses already incurred.
25. The Client must satisfy itself that all necessary rights, clearances or consents which may be required for reproduction of images are obtained. It is acknowledged that the Supplier gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, likenesses, trade marks, registered or copyright designs depicted in any image. The Supplier shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot. In all other cases, the Client shall indemnify the Supplier against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances or arising from any loss or damage to any equipment caused by the Client, its agent, guests or employees.
26. The Supplier will not be liable for any losses or damage, for any consequential loss of profit or income however caused including negligence by the Supplier and it is in the Client's responsibility to insure against such loss or damage.
27. The Supplier is neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages or personal injury arising out of or relating in any way to the engagement, related services, content, and/or any website.
28. The Supplier shall not be held liable for the accidental loss of photos, corruption of data submitted, or the copying of photos by its users or unauthorised users.
29. In any event, the liability of the Supplier, its subsidiaries, officers, employees, vendors and suppliers is limited to the amount already paid by the Client in relation to the engagement.

Law

30. This agreement shall be subject to and constructed according to the laws of England and Wales and the parties agree to accept the exclusive jurisdiction of the English and Welsh courts.

GENERAL

31. Where a Force Majeure event gives rise to a failure or delay in the Supplier performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure event.
32. If any part of the Contract is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the Contract and the remaining terms shall continue to be valid and enforceable to the fullest extent permitted by law.
33. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.