

# STEPHEN BRUCE

— PHOTOGRAPHY —

## NEWBORN BABY AND PORTRAIT TERMS AND CONDITIONS OF BUSINESS

### BOOKING FORM

This Booking Form is subject to, and forms part of, the Newborn Baby and Portrait Terms and Conditions of Business.

Date	
Photographer	Stephen Bruce Photography 64 Shaldon Drive, South Ruislip, Middlesex, HA4 0UL Tel: 07973863916
Client's Name	
Client's Email Address	
Client's Postal Address	
Newborn Baby or Child's Name	
Services	E.g. Newborn or Portrait Photoshoot
Products	Digital package only with on-line viewing gallery. No other products or services are included unless specified.
Estimated Delivery Date	Two weeks from completion of the photoshoot
Charges	Prices are displayed on the Stephen Bruce Photography website
Expenses	Only applicable for location shoots
Payment Terms	The Client shall pay the Photographer the amount set out in the Charges (and where applicable expenses) on the day of the photoshoot. Card payments are accepted.
Cancellation	If you cancel and we are not able to reschedule your shoot then you are liable for a booking fee of £50. We do appreciate that newborn babies and new mothers can become unwell dates may need to be changed.

**MODEL RELEASE NOTICE** - From time to time the photographer up-dates the company website and Business Page on Facebook and he includes photographs from a variety of photoshoots that he particularly likes. This may include anonymous photos from your photoshoot and he may also use any of your photographs anonymously for promotional materials such as business cards etc. in the future and you accept this as part of the Terms of Business. Your photographs or personal details are not passed on or sold to any other party.

Client's Signature:

Photographer's Signature:

## NEWBORN BABY AND PORTRAIT TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions of Business set out the terms and conditions on which **Chalice Arts UK Limited** trading as **Stephen Bruce Photography**, a company registered in England and Wales with company number 08847348 and having its registered address 64 Shaldon Drive, South Ruislip, Middlesex, HA4 0UL ("**Photographer**", "**we**", "**us**", "**he**") shall supply you ("**Client**"; "**you**") with such services ("**Services**") and/or products ("**Products**") as set out in the attached booking form ("**Booking Form**"). By signing and returning a copy of the Booking Form, you hereby agree to be bound by the Terms herein. (The Booking Form can be completed at the studio on the day of the photoshoot or emailed in advance).

**IT IS HEREBY AGREED** between the parties as follows:

**1. SERVICES AND/ OR PRODUCTS (Digital photographs or other products)** - In return for the payment of any fixed prices agreed the photographer will carry out the Services and/or provide Products as set out in the Booking Form.

We shall perform the Services with reasonable skill and care and in a manner consistent with generally accepted standards for identical or similar Services.

The agreed time(s) and date(s) for delivery of the Services shall be as set out in the Booking Form. The parties shall use their reasonable endeavours to meet specified date(s). If the Client is unable to participate in the Services on the date(s) set out in the Booking Form, the Photographer shall be entitled to charge an administrative fee of £50 for rearranging the date. If the Photographer is unable to provide the Services on the agreed date(s) for any reason we shall use all reasonable endeavours to find a suitable alternate date.

The agreed estimated delivery date for the Products shall be as set out in the Booking Form ("**Estimated Delivery Date**"). Both parties agree that this is an estimate given in good faith by the Photographer and does not constitute a contractually binding delivery date. For the avoidance of doubt, we shall not be liable in any way for any failures to meet such Estimated Delivery Date.

These Terms shall commence upon the commencement of the provision of the Services and shall terminate upon the completion of all Services and Products set out therein.

**2. CHARGES AND PAYMENTS** - The Services and Products shall be provided on either a fixed price or a time and materials basis or a combination of both, in accordance with the Booking Form. Any expenses set out in the Booking Form shall be borne by the Client.

You are deemed to have accepted the Products upon delivery of them.

The terms for payment of the Photographer for Services and/or Products shall be as set out in the Booking Form ("**Payment Terms**").

The Client shall pay the Photographer all amounts due in accordance with the Payment Terms.

**3. CLIENT'S OBLIGATIONS** - The Client shall perform its obligations in accordance with these Terms and shall provide at no charge to the Photographer all such documents, materials, data and any other information, assistance and services necessary to enable the Photographer to perform its obligations under these Terms including without limitation to the generality of the foregoing:

(a) providing the Photographer with your identity and contact details, and those of your representative (if applicable);

- (b) procuring such instructions and information as may reasonably be requested by the Photographer as soon as reasonably practicable after the time such request is made. The Photographer shall have the right to rely on any instructions or information given by the Client or any of its representatives;
- (c) procuring that all licenses, consents, (including where relevant in relation to copyright material, any persons appearing in the photographs and the venue) which may be required by the Photographer in the performance of the Services are obtained so as to enable the Photographer to properly fulfil its obligations hereunder;
- (d) providing promptly upon request from the Photographer such funds as are required to pay third party disbursements in advance; (e.g. location shoots, costumes etc).
- (e) if the Services, Products or any part thereof is rejected by the Client, the Photographer shall be entitled to charge the Client a reasonable sum for the work completed up until the time of such rejection; and
- (f) if the Client cancels the Services and/or Products at any time the Photographer shall be entitled to charge a reasonable sum for the work done prior to the cancellation of the Services and/or Products according to the cancellation provision set out in the Booking Form. All sums arising under the cancellation provision shall immediately fall due for payment.

For the avoidance of doubt, the Photographer shall not in any way be liable for any loss, damage or delay in providing the Services and/or Products caused by or arising from the Client's failure to comply with its obligations under these Terms and in the event of such failure, the time for performance of the Photographer's obligations under these Terms shall be extended by an equivalent period of time.

**4. INTELLECTUAL PROPERTY RIGHTS** - Provided that the Photographer is unaware of any infringement of any third party intellectual property right at the time of its performance of the Services and delivery of the Products and that the Services are performed in good faith, and that the Products are delivered in good faith the Photographer shall not be liable in any way to the Client for any breach of such rights subsequently notified to either party.

All copyright and all other intellectual property rights whether registered or unregistered throughout the world ("Intellectual Property Rights") used and/or embodied in the Services and Products shall be and shall remain the sole property of the Photographer.

No title or Intellectual Property Rights in the Services, Products or in any modification or extension thereof shall pass to the Client who agrees that its rights in such Services and to the information contained therein shall be limited to those specified in these Terms.

The Photographer hereby grants a perpetual, irrevocable, non-assignable, non-transferable licence to the Client to use the Intellectual Property Rights in the Services and Products solely for non-commercial purposes only. This includes a right to reproduce and store the Products, including digitally uploading the Products to websites for the Client's non-commercial use, save that, in the event that the Client makes such use, that the Products be attributed to the Photographer.

**MODEL RELEASE** - From time to time the photographer up-dates the company website and Business Page on Facebook and he includes photographs from a variety of photoshoots that he particularly likes. This may include anonymous photos from your photoshoot and he may also use any of your photographs anonymously for promotional materials such as business cards etc. in the future and you accept this as part of the Terms of Business. Your photographs or personal details are not passed on or sold to any other party.

**5. LIMITATION OF LIABILITY** - All warranties, representations, guarantees, conditions and terms, other than those expressly set out in these Terms whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

The Photographer accepts liability for personal injury or death that is due to the negligence of the Photographer or its employees in the performance of the Terms herein.

The Photographer shall not be responsible for products or services supplied to the Client by any third parties, whether such third parties have been recommended or otherwise suggested by the Photographer or not. Responsibility for decisions taken on the basis of information, suggestions and advice given by the Photographer to the Client shall remain

solely with the Client.

The Photographer shall not be liable for any failure or damage caused by the Services and/or Products unless the failure can be directly and solely attributed to the Photographer. In no event shall the Photographer be liable to the Client for any:

- a) consequential, indirect or special losses; or
- b) loss of profits, loss of savings, interest or production, loss of business or business benefit, loss of contracts, loss of management time, loss of expectations, loss of reputation, loss of fashion appeal, emotional damage (whether direct or indirect), cost of any substitute or replacement photographers, whether such losses or damages arise in contract or tort or as a result of any breach of statutory duty.

In the event that the Photographer fails to comply with its obligations under these Terms, then it shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform its obligations and provide the Services and Products hereunder.

If the Photographer's failure to comply with its obligations is not remedied as above then the total amount of the Photographer's liability to the Client for all losses, damages, costs, claims and expenses howsoever and whenever arising under these Terms shall not exceed in aggregate the amount paid to the Photographer by the Client under these Terms. The sum set out in this clause 5 represents the total liability accepted by the Photographer for any claims arising under or in connection with these Terms.

**6. MISCELLANEOUS** - References to clauses and booking forms shall be to clauses and booking forms of these Terms. The invoice(s) forms part of these Terms and shall be interpreted accordingly.

The waiver by either party of its rights in respect of any breach of any provision of these Terms shall not be taken or held to be a waiver in respect of any subsequent breach thereof.

No alteration, modification or addition to these Terms shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

Neither party or any of its employees, servants, agents or sub-contractors shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in the performance of any of the Services or work to be supplied hereunder resulting from causes beyond its reasonable control including but not limited to a fault with equipment, fires, strikes (of its own or other employees) insurrection or riots, wrecks or delays in transportation, theft of equipment, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority or by any other event or circumstance beyond the reasonable control of that party.

If any part of these Terms is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce these Terms as if the offending part or parts had not been included.

Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against the Photographer and such third parties shall not be entitled to enforce any term of these Terms against the Photographer.

These Terms (and all ancillary documents referred to herein, including without limitation the Booking Form and the invoice) constitute the entire contract between the parties. Other than as expressly stated otherwise in these Terms, neither party shall be under any liability for any representations made prior to or during the operation of these Terms.

These Terms shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.