

MARIPOSA DANCE MINI SESSION PHOTOGRAPHY TERMS AND CONDITIONS

Thank you for choosing Rebecca Holmes Photography.

The purpose of this document is to confirm the terms on which we have agreed to the Photo Shoot and on which we will offer the parents/carers of the children, the opportunity to purchase artwork products ("Artwork Products"). Please read through these terms carefully since you will be deemed to have accepted them if you proceed with the Photo Shoot.

The terms and conditions applicable to your engagement of us are the key terms set out below ("**Key Terms**") and the terms and conditions appended to this letter as a Schedule ("**Terms and Conditions**").

Key Terms

1. OUR DETAILS
Name: Rebecca Holmes Photography Ltd
Address: Madderfield Mews, Linlithgow, EH49 7HB
Telephone: 07361 538 606
Email: hello@rebeccaholmesphotography.com
2. PERMISSION: Bookings must be made by the parent/carer of the child to be photographed. Without either a booking or written parent/carer permission no photographs of a child will be taken.
3. SUPERVISION: Parents/carers will remain fully responsible for their children at all times.
4. PAYMENT: A fee of £20 is required to participate in this event. This fee includes production of two digital images, and two 9 x 6 inch prints. The two best images will be selected by the photographer/editor. The digital images will be sent to the email address registered at the time of booking. The prints will be sent to Mariposa (for Mariposa students) or to your home.
5. CANCELLATION AND RESCHEDULING: Our cancellation and rescheduling policies are outlined in the General Terms and Conditions.

General Terms and Conditions

1. ARTISTIC RIGHTS: The Photographer retains the right of discretion in selecting the photographic materials released to the parents/carers/client.
2. COMPLAINTS: We endeavour to address any concerns or complaints you may have as quickly as possible. Please address concerns or complaints to us in writing.
3. EVENTS OUTSIDE OUR CONTROL: If we are prevented or delayed from carrying out the Photo Session or supplying your Package or Artwork Products by an event outside our control (including acts of god, fault or failure of equipment, software, hardware, networks, epidemic, pandemic or widespread outbreak of illness or disease or infrastructure or failure by third parties), then we will contact The Client as soon as possible to let them know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for failure or delays caused by the event, but if there is a risk of substantial delay The Client may contact us to end the contract and for parents/carers to receive a refund for any goods or services they have paid for but not received.
4. SUBSTITUTION: The photographer reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

5. ARCHIVING: The photographs may be destroyed or archived at our discretion, after the expiration of the applicable ordering period referred to in these Terms and Conditions. A fee may be applicable for retrieving archived photographs.
6. CANCELLATION:
 - a. If you wish to cancel the Photo Session, please contact us using the phone or email details in the Key Terms.
 - b. Cancellation received no later than 7 days prior to the event will have the booking fee refunded. Cancellations received after this time will not have the booking fee refunded.
 - c. Legal right of cooling off. You have 14 days after the day we accept your booking to cancel the Photo Session; this is called the cooling-off period. However, once we have completed the Photo Session you cannot change your mind, even if the cooling-off period is still running. If the cooling-off period is still running and you decide to cancel after we have started the Photo Session, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - d. We may cancel your Photo Session for any reason prior to the Photo Session Date.
 - e. We may terminate your Photo Session if we consider there are extenuating circumstances, for example, inappropriate behaviour or a child/ren are ill. We are not required to reschedule the Photo Session in these circumstances.
7. RESCHEDULING:
 - a. Sessions can be rescheduled up to 48 hours prior to the event, so long as adequate space to reschedule is available. After this, sessions cannot be rescheduled.
 - b. We cannot guarantee availability to reschedule.
 - c. Occasionally, we may need to reschedule the Photo Session Date (for example, weather conditions and events outside our control) and, in such event, we will give you as much notice as possible. We will use reasonable endeavours to reschedule the Photo Session to a date that suits you, but cannot promise that an appropriate date will be available.
 - d. Rescheduled Photo Session Dates may not be cancelled.
8. LIABILITY: We maintain professional indemnity insurance and whilst we make every effort to ensure that your Photo Session is a safe and enjoyable experience and that your parents/carers receive Photographs and Artwork Products as purchased, occasionally things go wrong. This section outlines our liability to you in those circumstances.
 - e. Our aggregate liability to you due to, under and/or arising out of or in connection with these Terms and Conditions in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the total Artwork Fee actually paid by the parents/carers to us in relation to their order.
 - f. Nothing in these Terms and Conditions will in any way exclude or limit our liability to you for:
 - i. death or personal injury caused by our negligence;
 - ii. fraud or fraudulent misrepresentation; and/or
 - iii. any other matter for which it would be illegal to exclude or attempt to exclude our liability.
 - g. Unless the Photographer enters into these Terms and Conditions in his or her personal capacity or as a sole trader, the Photographer is not a party to these Terms and Conditions and has no liability to you in connection with the Photo Session or the Photographs pursuant to these Terms and Conditions.
 - h. Except as set forth in this section 10, to the fullest extent permitted by law, we disclaim all warranties, implied or express.
9. INTELLECTUAL PROPERTY RIGHTS:
 - i. We will be the first owner of any copyright in the Photographs, under section 11 of the Copyright, Designs and Patents Act 1988, as the author of the artistic works that are the Photographs. No right, title or interest in the Photographs or any copyright therein is granted to you, or the parents/carers of the school, except as expressly set out in these Terms and Conditions.
10. PRIVACY: We use and process your personal information in accordance with our Privacy Policy, a copy of which can be found on www.rebeccaholmesphotography.com.
11. MISCELLANEOUS
 - j. Entire agreement: The Key Terms and these Terms and Conditions contains the entire agreement between you and us with respect to their subject matter.

- k. Confidentiality: Each party will keep confidential and not disclose to any third party or use (except as contemplated by these Terms and Conditions), any non-public information obtained from the other party that is marked or otherwise designated confidential ("Confidential Information"); provided, however, that neither party shall be prohibited from disclosing or using Confidential Information that: (i) is publicly available or becomes publicly available through no act or omission of the receiving party, (ii) is or has been disclosed to such party by a third party who is not under an obligation of confidentiality with respect thereto, (iii) is or has been independently developed by such party, without use or reference to the other party's confidential information, or (iv) must be used or disclosed under court order or applicable law, provided such use or disclosure is to the minimum extent required by such court order or applicable law. You also agree not to disclose the terms of these Terms and Conditions to any third party.
- l. Governing law and jurisdiction: The Key Terms and these Terms and Conditions, and any dispute or claim arising out of or in connection with them or the Photo Session ("Dispute"), whether of a contractual or non-contractual nature, will be governed by and construed in accordance with the laws of the courts of the United Kingdom, within which locus the contractual obligations governed by these Terms and Conditions are performed. . You and we irrevocably agree that the courts of (i) England and Wales and (ii) Scotland, will have exclusive jurisdiction to settle any Dispute, depending upon the locus of the performance of the contractual obligations contained herein. It is expressly provided however, that the terms of the Contract (Rights of Third Parties) Act 1999, the Contract (Scotland) Act 1997 and the Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to these Terms and Conditions and may not be relied upon by you or any third party in relation to any claim made by you or any third party under these Terms and Conditions