

STANDARD TERMS OF BUSINESS



1. These are the terms and conditions on which JustPose™ will supply **Services** to **You**.

2. When words highlighted in **bold** are used in these **Terms**, they will have the meaning given to them below:

(a) **Booking** means **Your** order for the **Services** as agreed between us in the Engagement Letter and these Standard Terms of Business and any **Referenced Attachments**.

(b) **Booking Pack** means the combination of **Your Engagement Letter** and **Referenced Attachments**.

(c) **Booking Period** means the time between when **JustPose™** starts and ceases to supply **Services** in relation to the **Project**.

(d) **Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

(e) **Equipment** means but is not limited to all materials, kit, photo booths, documents and other property of **JustPose™** and/or our **Representatives** which is hired, lent and or borrowed to **You** as part of the **Services / Project**.

(f) **Engagement Letter** means the letter (or email) we sent to you outlining our **Services** which we may vary with your agreement.

(g) **Event Outside Our Control** is defined in clause 9.

(h) **GDPR** means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

(i) **Guests** means **You** and any other users of the **Services** and **Equipment**.

(j) Images in the context of clause 10 means photographs, boomerangs, gifs, video and/or any other media **JustPose™** captures as part or not as part of the **Services**.

(k) **Intellectual Property** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, images, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

(l) **JustPose™, We/Our/Us** means Just Pose LTD who is a registered company in England and Wales with registration number 07828901. Our registered office is at Regus House Victory Way Admiral's Park, Crossways Greenhithe, Kent, England DA2 6QD. Our registered VAT number is 157951867.

(m) **Project** means **Your** order for the **Services** as set out on the **Engagement Letter** and any **Referenced Attachments**.

(n) **Referenced Attachments** means any documents or pages (including but not limited to details of our **Requirements**) supplied as part of **Your Booking Pack** and thus forming part of **Your** agreement with **JustPose™** in relation to **Your Project**.

(o) **Representatives** means an employee, agent or contractor.

(p) **Requirements** in the context of clause 2 means the definition as per clause 2.3 to 2.4 and as may be set out in the Engagement Letter.

(q) **Services** means the services as described in clause 2 which **JustPose™** will supply to **You** in relation with **Your Project**, as per **Your Engagement Letter**.

(r) **Signing** or **Sign** means the action of writing (with ink or electronically) one's signature in order to confirm acceptance as or on behalf of the **Client**, for the purpose of this agreement. Any e-signature will have the same meaning and be accepted in the same way as a written/traditional signature.

(s) **Start Date** means the date **We** have agreed with you the **Services** will start.

(t) **Storage** or **Storing** in the context of clause 3 means the action or method of storing **Our Equipment**. For the avoidance of doubt, this means wherever **JustPose™** leaves **Our Equipment** unattended either at **Your Venue** and/or at **Your** premises and/or with **You** or **Your Representatives**. This includes, but is not limited to when **JustPose™** is required to leave **Equipment** at **Your Venue** without a representative of **JustPose™**.

(u) **Terms** means these Standard Terms of Business and the **Booking Pack**.

(v) **The GDPR** means The General Data Protection Regulation.

(w) **Venue** means the place where the **Services** are to be provided.

(x) **You/Your/the Client** means the person or organisation who purchases **Services** from **JustPose™**.

3. Wherever a plural version of a non-plural word which is defined in clause 1.2 or on the **Engagement Letter** is used it shall have the same meaning as the non-plural version and vice versa.

4. By **Signing You** are confirming that **You** have read the **Terms**, and that the details on the **Engagement Letter** and in these **Terms** are complete and accurate. If **You** think that there is a mistake or **You** require any changes, please contact **JustPose™** to discuss before **Signing**. Any changes agreed are subject to **Us** confirming such changes to **You** in writing.

5. These **Terms** will become binding on **You** and **JustPose™** following the earlier of at least one of the following events:

(a) The time when **You** sign the **Engagement Letter** and return it to **JustPose™**;

(b) When **You** make payment to **JustPose™** in relation to the **Services**; or

(c) The commencement of the provision of **Services** to **You** by **JustPose™** at which point a contract will come into existence between **You** and **JustPose™**.

6. Until any of the events under clause 1.5 have been met **JustPose™** are under no obligation to reserve or offer any guarantee that the **Services** are available for the **Booking Period**.

7. However pursuant to clause 1.6, if at least either 1.5(a) or 1.5(b) has not been met within a reasonable timely fashion, as stipulated by **JustPose™** in **Our** discretion, then **JustPose™** reserves the right, without liability to **You**, to cancel the **Project** and terminate the **Terms**. In the event that a **Project** is not honoured but a payment has been made in association with the **Project**, **JustPose™** shall refund any monies paid.

8. These **Terms** constitute the entire agreement between the parties. **You** acknowledge that **You** have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of **Us** which is not set out in the **Booking Pack**.

9. If any of these **Terms** conflict with any term stipulated on the **Engagement Letter** or elsewhere within the **Booking Pack** the term(s) stipulated on the **Engagement Letter** and/or within the **Referenced Attachments** will take priority.

2. THE SERVICE JUSTPOSE™ SUPPLIES AND JUSTPOSE™S REQUIREMENTS:

2.1. **JustPose™** supplies experiential photography services; which can include (but aren't limited to) photographic equipment hire, creative services, associated staffing, technical support and management of the like. The **Services** that we will supply to **You** in relation to **Your Booking** will be stipulated on **Engagement Letter**.

2.2. **JustPose™** will supply the agreed **Services** to **You** for the **Booking Period** as stipulated in the **Engagement Letter**, or, if **You** amend the **Booking** on terms which are agreed in writing by **JustPose™**, at another date/time confirmed between **JustPose™** and **You**.

2.3. **JustPose™** has a number of reasonable needs which **We** require to in order to provide the **Services** booked, these are called **Our Requirements**. As per clause 6 it is **Your** responsibility to ensure that **Our Requirements** are met by the reasonable deadlines **We** set, or by the time we're scheduled to commence the **Services** (whichever is first).

2.4. **Our Requirements** will usually be stipulated on **Your Engagement Letter** or within **Your Booking Pack** but in almost all cases include:

(a) Suitable artwork for the purpose of branding / customising elements of the service (such as prints, photo booth cladding), where such items have been booked.

(b) Suitable space(s) usually including sufficient electrical power and Wi-Fi where **JustPose™** are required to provide **Services** at **Your** event.

(c) Timely collaboration and communication in order for us to work together and provide the **Services** booked.

2.5. If it is found at any time that **Our Requirements** have not been met then **JustPose™** may make an additional charge of a reasonable sum to cover any extra work that is required, or, at the option of **JustPose™**, may suspend or cancel the affected part of the **Services**. In these circumstances **You** will be charged a cancellation fee set out in clause 8.

2.6. **JustPose™** will not be liable for any delay or non-performance where **Our Requirements** have not been met. If any extra work is undertaken then these **Terms** will apply to that extra work.

2.7. Where **JustPose™** provides **You** with design services, where time permits **We** will provide **You** with a proof of any artwork before it is finalised. It is **Your** responsibility to review and check the accuracy of any details including spellings, names and dates on any and all revisions of such artwork.

2.8. **JustPose™** will make every effort to perform the **Services** in line with the timings and durations agreed by it on **Your Engagement Letter** or where we have agreed otherwise in written correspondence pursuant to clauses 2.2 and 4. However, there may be delays due to an **Event Outside Our Control**. If this is the case then **JustPose™** will not be liable for any loss, damage cost or expense suffered by **You** as set out in clause 7 whether foreseeable or not.

3. CONDUCT OF THE SERVICES

3.1. **JustPose™** will conduct all **Services** with a reasonable level of skill and care.

3.2. Where **JustPose™** are delivering and operating **Our Equipment** at **Your** event (and **You** are not required to be involved in transporting, setting up, operating, dismantling and/or **Storing** of that **Equipment**, clause 3.3(b) shall not apply to **You**. But **You** shall be responsible for **Your** obligations as per clause 6 and for ensuring that **Guests** comply with the reasonable requirements or instructions of the **Representatives** of **JustPose™** in carrying out their duties as per 3.3(a).

3.3. Where **You** are required to be involved in transporting, setting up, operating, dismantling and/or the **Storage** of **Our Equipment** **You** will have additional responsibilities in ensuring that **Our Equipment** is returned to **JustPose™** at the end of **Your Booking** complete and in the condition that it was given to **You** in as per (b) and 6.

(a) **You** acknowledge that if any of the **Guests** at the event do not comply with the reasonable **Requirements** or instructions of the **Representatives** of **JustPose™**, that **JustPose™** may suspend or cancel the **Services**, but that **You** will be required to pay the full amount and will not be entitled to any refund. Further, if any of **Your Guests** fail to comply with the reasonable instructions of the **Representatives** of **JustPose™** and as a result any of **Our Equipment** is damaged, **You** will be liable for the costs of that damage.

STANDARD TERMS OF BUSINESS



(b) If as part of the **Services We** are providing **You** agree to transport, setup, dismantle operate and/or **Store our Equipment** then **You** shall:

(i) Do so following any and all instructions that **We** have provided.

(ii) Do everything within **Your** reasonable control to ensure that our **Equipment** is provided in the condition in which it was provided to **You** in.

(iii) Do so with reasonable care in order to not damage or cause undue and/or unreasonable wear to **Our Equipment**.

(iv) Insure (to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident), and accept full liability for the replacement and/or repair cost of the **Equipment** and the subsequent cost of loss of business should **You** destroy, damage or lose **Our Equipment** or such **Equipment** is stolen whilst it is in **Your** possession or care.

(v) Do so legally and with permissions from any interested party such as **Venues**, local authorities or land owners.

(vi) Not permit the **Equipment** to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process.

3.4. Further to clause 3.3(b), **Our Equipment** will be deemed to be in your care and possession from the moment the **Equipment** has been handed to **You** or **Your Representative** or at any point where the **Equipment** is not manned by **Our Representative** and shall cease to be in **Your** care and under **Your** responsibility when the **Equipment** is returned back to **Us** as indicated in any instructions we provide **You**.

3.5. If, at the time **Our Equipment** is due to be returned or the time at which the supply of **Services** is due to end; a repair or replacement to/of **Our Equipment** is required, **You** will be liable for that cost, and this will be at the true cost to **JustPose™** including (but not limited to) the cost of the repair or replacement charged by **Our** chosen supplier(s), any cost associated with loss of work, any cost associated with compensating other clients for the time where **We** are without **Our Equipment**.

3.6. **JustPose™** and its **Representatives** will take instructions from persons with the ostensible authority to provide those instructions.

4. CHANGES TO BOOKING OR TERMS AND ADDITIONAL SERVICES

4.1. BEFORE DELIVERY:

(a) If **You** wish to make changes to **Your Booking** before **Services** are delivered, please contact **JustPose™** who will endeavour to accept such changes without fuss, hassle or additional charge, where possible.

(b) Changes to **Your Booking** before delivery are only guaranteed if confirmed in writing by **JustPose™**.

(c) Changes to **Bookings** are entirely at the discretion of **JustPose™**. If **JustPose™** is unable or unwilling to accept a request to change a **Booking** and **You** then decide that **You** are unwilling to proceed with the **Booking**, the **Booking** shall be subject to our cancellation policy as per clause 8.

(d) Changes to the date on which **Services** are to be provided will usually not be accepted and instead **You** will be required to cancel as per clause 7 and asked to make a new **Booking**.

4.2. AT THE TIME OF DELIVERY OR DURING DELIVERY:

(a) If **You** require the **Services** for a longer period than originally booked and/or agreed, a fee may be charged, any request must be confirmed in writing. **JustPose™** may agree or refuse the request for any period in addition to the **Booking Period** at its sole discretion.

(b) If **JustPose™** agrees to increase the **Booking Period**, **JustPose™** will quote for this service at the time of the request and if accepted will perform the **Services** for the additional period, on these Terms.

(c) Payment for the additional **Booking Period** will, where possible, be invoiced within 30 days of **Your** event and **JustPose™** may require for the additional **Services** to be paid for at the time the request is made and agreed with **JustPose™**. **You** will be liable for this payment whether or not **You** or **Your Guests** use the **Services**.

(d) If **JustPose™** is unable to install or pack up and remove the **Equipment** at the agreed time or is impeded from leaving at the end of **Your** event, **You** will be liable for the additional time and any increased costs for which **JustPose™** or its **Representatives** are detained or for any additional costs **JustPose™** incurs if it has to return to the **Venue** on a subsequent day or time. The cost will reflect any costs incurred as a result of the delay and an invoice may be sent to **You** within 30 days of the date when such **Services** were supplied.

4.3. **JustPose™** may make reasonable changes to **Your Booking** or these **Terms** if there are a change in relevant laws and regulatory **Requirements**.

5. PRICE & PAYMENT

5.1. The total price of the **Services** for the **Booking Period** is set out on **Your Engagement Letter**.

5.2. If **You** are required to pay a deposit or any part-payments, this will be deducted from the balance of the price payable for the **Services**.

5.3. Unless otherwise stated, our prices exclude VAT. However, if the rate of VAT changes between the date of the **Booking** and the date of delivery or performance, **JustPose™** will adjust the rate of VAT that **You** pay, unless **You** have already paid for the **Services** in full before the change in the rate of VAT takes effect.

5.4. **JustPose™** requires payments to be made by the payment due dates stipulated on **Your Engagement Letter**, **Your Invoice(s)** or elsewhere within **Your Booking Pack**.

5.5. Time for payment shall be of the essence and **You** shall pay all amounts due, in full without any set-

off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). **JustPose™** may at any time, without limiting its other rights or remedies, set off any amount owing to it by **You** against any amount payable by **JustPose™** to **You**.

5.6. If any payment due for the **Services** is not received in accordance with clauses 5.4 then **You** shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above Barclays Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. **You** shall pay the interest together with any overdue amount.

5.7. If **You** are not a consumer, if **JustPose™** offers credit to **You**, that credit facility may be subject to a fee which will be agreed in advance. Any credit terms granted to **You** may be subject to additional terms and conditions which will be outlined in a separate agreement and/or credit account application.

5.8. Without limiting its other rights or remedies, **JustPose™** may suspend provision of the **Services** under the **Booking** or any other **Booking** between **You** and **JustPose™**, if **You** fail to pay any amount due on the due date for payment. **JustPose™** reserves the right to suspend any of the **Services** provided including withholding any **Images** and can refuse any future **Bookings** if any invoice remains unpaid under this clause 7 and shall not be liable for any damages or costs occasioned by its cancellation of this contract following **Your** failure to pay any amount on due date.

5.9. In the event **JustPose™** suspends provision of the **Services** in accordance with clause 5.8, **JustPose™** reserves the right to cancel all future **Bookings** which will be subject to the **Terms** set out below in clause 8.

5.10. If at any time **You** make payment to **JustPose™** via credit or debit card, **You** agree that **JustPose™** may be store details of such credit or debit card and **JustPose™** may charge this card without further consent from **You** in the event of any payment becoming overdue in relation to these **Terms**.

5.11. Unless the **Booking** is cancelled in accordance with these **Terms**, **You** will be liable for payment whether or not **You** or **Your Guests** use the **Services**.

6. YOUR OBLIGATIONS

6.1. **You** agree to:

(a) Ensure that the **Terms** of the **Booking** are complete and accurate;

(b) Co-operate with **JustPose™** in all matters relating to the **Services**;

(c) Ensure that **Our Requirements** are met.

(d) Obtain and maintain all necessary licences, permissions and consents which may be required for the **Services** before the date on which the **Services** are to start;

(e) Provide **JustPose™** with such information and materials as **JustPose™** may reasonably require to supply the **Services**, and ensure that such information is accurate in all material respects;

(f) Keep and maintain all materials, **Equipment**, documents and other property of **JustPose™** which is in **Your** possession in safe custody at **Your** own risk, including maintaining our **Equipment** and other materials supplied by **JustPose™** to **You**, in good condition until returned to **JustPose™**, and not dispose of or use our **Equipment** or other materials other than in accordance with the Instructions issued by **JustPose™**;

(g) To assume all responsibility and indemnify **JustPose™** for any loss, liability, incident, accident or damage which is incurred or arises during the **Booking Period** where by a **Representative** of **JustPose™** is not present to operate **Our Equipment**;

(h) To ensure that **Our Equipment** is operated and transported in line with all Health and Safety laws and any other relevant laws that may be necessarily be required to comply with the operation of such **Equipment** by law.

(i) Make no alteration or do not permit any alteration to be made to the **Equipment** and shall not remove or alter any existing component(s) from the **Equipment** without the prior written consent of **JustPose™**.

(j) Not use the **Equipment** for any unlawful purpose.

(k) Comply with **Your** obligations under the **GDPR** as may be applicable. Including, but not limited to:

(i) Ensuring that any data shared with **You** by **Us** or our representatives (including **Images**) is processed, stored and deleted in line with the terms and or privacy notice the data subjects consented to when the data (including **Images**) were captured / collected.

(ii) Ensure that **You**, **Your** staff, representatives and/or contractors do not take any action which could jeopardise the Privacy of any person using our **Equipment** or products.

6.2. In the event that, through no fault of **JustPose™** any of the **Equipment** supplied by **JustPose™** becomes, lost, damaged, destroyed or stolen during the **Booking Period** or whilst in **Your** possession of the **Equipment** **You** shall indemnify us for the cost of replacing or repairing the **Equipment** and any loss of revenue, costs, expenses, losses or liability. **You** shall give prompt notice to **Us** in the event of any loss, accident or damage to the **Equipment** arising out of or in connection with **Your** possession or use.

7. OUR LIABILITY TO YOU

7.1. Subject to the rest of this clause 7, if **JustPose™** fails to comply with these **Terms**, **JustPose™** will be responsible for monetary loss or damage **You** suffer that is a foreseeable result of a breach of the **Terms** or the negligence of **JustPose™**. **JustPose™** is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by **You** and **JustPose™** at the time we entered into this contract.

7.2. **JustPose™** will make good any damage to **Your** property caused by **JustPose™** in the course of providing the **Services**, providing that **Our Requirements** have been met. However, **JustPose™** is not

STANDARD TERMS OF BUSINESS



responsible for the cost of repairing any faults or damage which are a direct or indirect result of **You** failing to comply with any **Our Requirements** or of **You** or **Your Guests** failing to comply with the reasonable instructions of the **JustPose™ Representatives** or any failure by **You** to inform **Us** of any material information regarding the **Venue** that would be relevant to the performance of **Our Services**.

7.3. **JustPose™** has no liability to **You** for any errors, omissions or other incorrect details contained in artwork produced as part of our design **Services**.

7.4. **JustPose™** provides a service to entertain and commemorate **Your** event and aims to ensure that photographs are of a reasonable quality however **JustPose™** makes no guarantee regarding the quality of the photographs.

7.5. **JustPose™**'s total liability to **You** for any breach of contract will be limited to the total price paid by **You** for a **Project** to which the liability relates.

7.6. **JustPose™** will not be liable for unauthorised persons using the **Services**.

7.7. **JustPose™** does not exclude or limit its liability for:

(a) Death or personal injury caused by the negligence of **JustPose™** or its employees, agents or subcontractors;

(b) Fraud or fraudulent misrepresentation;

(c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) Defective products under the Consumer Protection Act 1987.

7.8. Subject to clause 7, **JustPose™** will under no circumstances whatever be liable to **You**, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) Any loss of profits, sales, business, or revenue;

(b) Loss or corruption of data, information or software including loss to a third party;

(c) Loss of business opportunity;

(d) Loss of anticipated savings;

(e) Loss of goodwill; or

(f) Any indirect or consequential loss.

7.9. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the **Terms**.

7.10. This clause 7 shall survive termination of the **Terms**.

8. CANCELLATION CHARGES

8.1. **You** acknowledge that by completing any action which leads to the happening of events under clause 1.5, the **Project** will be confirmed and **You** are agreeing to the **Services** being performed for the **Booking Period**. **JustPose™** will ensure that the **Services** are supplied as per **Your Engagement Letter** and **JustPose™** will refuse any other **Project** for the period where **JustPose™** resources are allocated to **You** or **Your Booking** and so that other **Projects/commitments** do not interfere with its ability to provide the **Services** to **You**. In consideration of **JustPose™** refusing to take any **Project** that could conflict with its arrangements with **You**, it operates a tiered cancellation policy as follows:

(a) If a **Project** is confirmed less than 7 days prior to the Start Date, then **You** will have to pay 100% of the total price for the **Services** ;

(b) If a **Project** is confirmed more than 30 Days prior to the Start Date, but **You** cancel it within 30 days of the **Booking Period** then the deposit will be refunded and no charge will be made;

(c) If **You** cancel the **Project** after 30 days of confirmation, but more than 6 months prior to the **Start Date**, then **You** will have to pay 10% of the total price for the **Services**;

(d) If **You** cancel the **Project** after 30 days of confirmation, but between 151 – 180 days before the Start Date then **You** will have to pay 40% of the total price for the **Services**;

(e) If **You** cancel the **Project** after 30 days of confirmation, but between 121 – 150 days before the Start Date then **You** will have to pay 50% of the total price for the **Services**;

(f) If **You** cancel the **Project** after 30 days of confirmation, but between 91 – 120 days before the Start Date then **You** will have to pay 60% of the total price for the **Services**;

(g) If **You** cancel the **Project** after 30 days of confirmation, but between 61 – 90 days before the Start Date then **You** will have to pay 70% of the total price for the **Services**;

(h) If **You** cancel the **Project** after 30 days of confirmation, but between 31 – 60 days before the Start Date then **You** will have to pay 80% of the total price for the **Services**;

(i) If **You** cancel the **Project** after 30 days of confirmation, but less than 30 days before the Start Date then **You** will have to pay 100% of the total price for the **Services**.

8.2. **You** should notify **JustPose™** immediately, in writing (including email) if **You** wish to cancel a **Project**. **JustPose™** shall confirm receipt of **JustPose™** cancellation in writing and any amount due to **JustPose™** in terms of clause 8.1 above shall become immediately due and payable.

8.3. **You** should notify **JustPose™** immediately, in writing (including email) if **You** wish to cancel a **Project**. **JustPose™** shall confirm receipt of **Your** cancellation in writing and any amount due to **JustPose™** in terms of clause 8.1 above shall become immediately due and payable.

8.4. For the avoidance of doubt the date of cancellation shall be the date on which **JustPose™** advises **You** that it has received **Your** written cancellation. In the event of any disagreement as to the date on which the cancellation notice took effect or the charges for the cancellation, the calculation by **JustPose™** shall be final and binding, except if it is manifestly wrong.

8.5. Unless agreed otherwise in writing by **JustPose™**, any rescheduling of a date which **Services** are to be provided to a different date shall be deemed to be a cancellation under this clause 8, to which the cancellation fees in clause 8.1 shall apply, and the rescheduled date shall form the subject of a new **Project**.

8.6. Where cancellation fees in 8.1 apply **JustPose™** shall be entitled to retain the deposit as payment towards those fees and to invoice the balance due by **You**. **You** agree to pay any invoice received by **You** in respect of any cancellation fees within 7 days of the date of Invoice, any amounts remaining unpaid after this period **JustPose™** will charge interest on the remainder of the fees in line with clause 5.6.

9. EVENTS OUTSIDE THE CONTROL OF JUSTPOSE™

9.1. **JustPose™** will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these **Terms** that is caused by an **Event Outside Our Control**.

9.2. An **Event Outside Our Control** means any act or event beyond the reasonable control of **JustPose™**, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3. **JustPose™** may have to cancel or delay the supply of **Services** before or on the **Start Date** due to an **Event Outside Our Control** or the sudden unavailability of key personnel or key materials. **JustPose™** will promptly contact **You** if this happens. **JustPose™** shall incur no liability for any delay or cancellation of the **Services** due to an **Event Outside Our Control** except for an obligation to refund **You** in accordance with clause 9.6 for any cancellation.

9.4. If **JustPose™** is unable to perform the **Services** on the date the **Services** are scheduled to start due to any issue referred to in clause 9.2 but following rectification of this issue and confirmation from **You** that **You** wish the **Services** to be performed for the remainder of the **Booking Period**, **JustPose™** shall perform the **Services** for the remainder of the **Booking Period** and invoice **You** only for the period which the **Services** were provided.

9.5. If **JustPose™** has to cancel a **Project** under clause 9.3 and **You** have made any payment in advance for **Services** that have not been provided to **You**, **JustPose™** will refund these amounts to **You**.

9.6. If **JustPose™** has cancelled a **Project** part way through the performance of the **Services** as a result of an **Event Outside Our Control**, it will refund to **You** a reasonable proportion of the **Total Price** for the **Services**.

10. INTELLECTUAL PROPERTY

10.1. Unless otherwise agreed in writing and/or stipulated on **Your Engagement Letter**; copyright to all **Images** captured will remain the property of **JustPose™**.

10.2. **JustPose™** grants you an irrevocable licence to use the **Images** for whatever purposes require, providing those purposes are legal and within the bounds of the rest of this agreement and any other additional terms set out in your **Engagement Letter**.

10.3. Subject to any Privacy Notices and providing that we are permitted to under **GDPR**, **JustPose™** shall, after the event, provide **You** with one copy of the digital **Images** which will be sent to **You** electronically along with any data captured.

11. USE OF IMAGES & SOCIAL MEDIA

11.1. Unless otherwise agreed in writing and/or in **Your Engagement Letter**, **JustPose™** will be entitled to use **Images** as part of **Our** own marketing and in **Our** own social media. **JustPose™**'s use of any images will be lawful and with in line with any restrictions imposed by the **GDPR** and related privacy notices or agreements with end users.

11.2. Unless otherwise agreed in writing and/or in **Your Engagement Letter**, **JustPose™** may mention **You** or the **Project** on our social media channels.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

12.1. If **You** have any questions or if **You** have any complaints, please contact **JustPose™**. **You** can contact **JustPose™** by telephoning 0207 112 8962 or by e-mailing hello@just-pose.com

12.2. If **You** wish to contact **JustPose™** in writing, or if any clause in these **Terms** requires **You** to give **JustPose™** notice in writing (for example, to cancel the contract), **You** can send this to **JustPose™** by e-mail to email address hello@just-pose.com or by pre-paid recorded delivery post to the registered office as outlined above. We will confirm receipt of this by contacting **You** in writing. If **JustPose™** has to contact **You** or give **You** notice in writing, **JustPose™** will do so by e-mail or by pre-paid recorded delivery post to the address **You** provide to **JustPose™**.

12.3. In relation to any notice sent, such notice will be deemed to have been served

(a) If by post, on the date of delivery except where such delivery is on a weekend or public holiday in which case the delivery will take place on the next Business Day.

(b) If by email, on the date the email is received, except where such email is sent on a weekend or public holiday in which case the delivery will take place on the next Business Day.

STANDARD TERMS OF BUSINESS



13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1. We will use the personal information **You** provide to **JustPose™** to:

- (a) Provide the **Services**;
- (b) Process **Your** payment for such **Services**; and
- (c) Inform **You** about similar products or **Services** that **JustPose™** provides, but **You** may stop receiving these at any time by contacting **JustPose™**.

13.2. We will not give **Your** personal data to any third party, other than for any purpose required for **JustPose™** to provide any of the **Services** required in these **Terms**.

14. OTHER IMPORTANT TERMS

14.1. **JustPose™** may transfer its rights and obligations under these **Terms** to another organisation, and **JustPose™** will always notify **You** in writing if this happens, but this will not affect **Your** rights or the obligations of **JustPose™** under these **Terms**.

14.2. **You** may only transfer **Your** rights or **Your** obligations under these **Terms** to another person or organisation if **JustPose™** agrees in writing.

14.3. The **Terms** are between **You** and **JustPose™**. No other person shall have any rights to enforce any of its **Terms** and the **Contract** (Rights of Third Parties) Act 1999 is expressly excluded.

14.4. If any provision or part-provision of these **Terms** is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the **Terms**.

14.5. If **JustPose™** fails to insist that **You** perform any of **Your** obligations under these **Terms**, or if **JustPose™** does not enforce its rights against **You**, or if **JustPose™** delays in doing so, that will not mean that **JustPose™** has waived its rights against **You** and will not mean that **You** do not have to comply with those obligations. If **JustPose™** does waive a default by **You**, **JustPose™** will only do so in writing, and that will not mean that **JustPose™** will automatically waive any later default by **You**.

14.6. These **Terms** are governed by English law. **You** and **JustPose™** both agree to submit to the exclusive jurisdiction of the English courts.

14.7. All **Equipment** shall be supplied on a hire basis, unless otherwise explicitly stated. Any purchase of the **Equipment** is on an 'as is' basis with no warranty or guarantee given of any kind except where the **Equipment** comprises or contains equipment or components which were not manufactured or produced by **Us**, **You** shall be entitled only to such warranty or other benefit as **JustPose™** has received from the manufacturer. Title to the **Equipment** shall pass to **You** only upon **JustPose™** receiving payment in full of the agreed amount.

14.8. Where **You** are not in possession of the **Equipment**, risk in the **Equipment** **You** purchase shall pass to **You** upon delivery by **Us** or **You/Your Representative** collecting such **Equipment**.

14.9. Where **Equipment** is hired, all title in the **Equipment** shall remain with **JustPose™**.