

Richard Heyes Photography

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TERMS AND CONDITIONS OF BUSINESS

Definitions

In these conditions the term 'Company' means Richard Heyes Photography, Richard Heyes Photography personnel, it's managers and appointed agents. The terms 'Customer', 'Purchaser' and 'Client' mean the person or company requesting services, advice or work from the Company, whether paid for or not. The term 'Agent' means any agent or third party appointed by the Company to provide services assistance or work on behalf of the Client. The term 'writing' includes letters, facsimile transmission, telex, electronic mail and other comparable means of communication. The terms 'work', 'advice', 'goods', 'services' shall be deemed to include all supplies to the Client by the Company whether of a physical or intellectual nature.

1: Basis of the supply of Services

a: It is the intention that all of the terms of the Contract between the Client and the Company are contained in these Conditions and in the brochure, advertisement, specifications and quotations supplied to the Client. Please read carefully all documentation to ensure that it accords with your requirements.

b: All prices are inclusive of any applicable Value Added Tax. Prices quoted will be at the rates published by the Company and which from time-to-time may be modified at the sole discretion of the Company. The Company will notify the Client of any such changes to prices with no less than 30 days notice and any changes will not apply to work agreed or in progress.

c: Any additional expenses including, but not limited to, Insurance, Travel, Accommodation, Printing, Agent's Fees, Postage etc. will be agreed in writing in advance of any work being undertaken or orders placed with third parties.

2: Delivery

a: All work undertaken by the Company will be subject to an agreed delivery date and method agreed in writing with the Client before any agreement is deemed to have taken place.

b: All delivery dates are quoted in good faith.

c: The Company shall not be liable for any delay in delivery or failure to produce due to Act of God, acts of default of the Client, changes to specification or requirement by the Client after initial agreement or any cause beyond the Company's reasonable control.

d: The Company reserves the right to make delivery in instalment subject to clauses 2:a, b and c.

3: Terms of Payment

a: Payment will be made to the Company by Cash, Cheque, Bank Automated Clearing System transfer, PayPal or any other method if previously agreed in writing by the Company. Credit Card payments are not accepted.

b: Payment by the Client will be made in full on completion and delivery of work.

c: The Company reserves the right to charge interest, at the rates of interest on Business Accounts charged by the Halifax bank on the date that payment becomes overdue, and for all subsequent days thereafter that payments are not made.

4: Warranties and Liabilities

a: The Company does not accept any liability arising from any advice given to the Client except where an act of gross negligence or professional misconduct is committed by the Company or its agents.

b: Advice is given to Clients on the clear understanding that all material facts and circumstances have been revealed as to basis upon which the advice is given. Failure to disclose material facts or circumstances by the Client shall not confer any liability on the Company.

c: Goods supplied by a third party to the Client, whether directly or indirectly by the Company, shall be subject to the warranties and liability terms of the third party supplier and the Company does not accept any liability for those goods or services. The Client should therefore acquaint themselves with the terms of the third party supplier before accepting any order or delivery.

d: Any defect or failure in the goods, services or advice provided by the Company must be notified in writing within ten days of completion of any assignment or supply. Where it is not reasonably practicable to do so within ten days any notification must be made as soon as possible.

5: Basis of the Contract

These conditions apply to all contracts between the Client and the Company. By placing an order with the Company the Client agrees to these Terms and Conditions of Business.

a: The Company's employees or agents are not authorised to enter into any agreement with the Client or to vary any terms of supply of goods, services or advice unless such variations are authorised in writing by Richard Heyes. No quotation shall be considered a binding contract until all terms and conditions are agreed and accepted in writing by both parties.

b: The Client unconditionally and irrevocably agrees to waive any right to claim damages and/or to rescind the Contract unless the terms of 5a have been implemented.

c: Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, advice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

d: The Company reserves the right to refuse to accept any order for supply of goods, services or advice from the Client and such refusal shall be at the absolute discretion of the Company.

e: The Client shall not be entitled to cancel, in whole or in part, any order for supply of goods, services or advice, which the Company has accepted, without such cancellation being agreed in writing by the Company and payment being made in full for all costs, losses and expenses incurred up to and including the date of cancellation, whether or not any work has been delivered in whole or in part.

f: The Company reserves the right to make any changes to specification for the work which are required to conform with any applicable safety or other statutory requirements or which do not materially affect the quality or performance of the work or services undertaken.

6: Intellectual and Company Copyright

Richard Heyes Photography owns the copyright of all images, however created. Copyright will only pass to a client via written authority by the Company, including license to use the work for specified purposes, which have been agreed between the Company and the client. Until work has been paid for, title of all goods and services remain the property of Richard Heyes Photography and license to use images may be terminated or cancelled until such payment is received in full. All work, services, written material, brochures, booklets, advice and systems provided for the Client are for the sole and exclusive use of the Client in the part of the business for which the work was undertaken. Such work remains the property of the Company and may not be copied, reproduced, disseminated, sold, given or traded with any third party and may not be used outside the direct division, area, company, or organisation for whom the work was supplied, without the express written permission of the Company.

7: Termination

The Company shall be entitled to terminate the Contract by giving no less than seven days notice in writing to the Client where the following circumstances occur:

a: The Client commits an irremediable breach of the Contract, or commits repeated remediable breaches of the Contract.

b: The Client makes any voluntary arrangement with creditors or (being a sole trader or firm) becomes bankrupt or (being a Company) becomes subject to an Administration Order or goes into liquidation.

c: The Client ceases to carry on business.

d: Where all current works are completed and the Company declines to accept further work from the Client.

In the case of termination by the Company in circumstances, as outlined in Clauses 7:a, b and c above, the Company shall require payment to be made, in full, for all costs, losses and expenses incurred, up to and including the date of cancellation, whether or not, any work has been delivered in whole or in part.

8: Law

This Contract shall be governed by and construed and interpreted in accordance with the Law of England and Wales and any Court proceedings commenced by either party shall be held in the Nottingham County Court. Under the Contracts (Rights of Third Parties) Act 1999 no non-party may benefit from the terms of any Contract between the Company and the Client.

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