1.1 Just Pose LTD (herein referred to as “Just Pose”, “We”, “Our”, “Us”) provides experiential photography services (herein referred to as “Services”). These are the Terms and conditions (herein referred to as “The Terms” or “Terms”) on which We will supply Services to the person(s) or organisation(s) purchasing Services from Us (herein referred to as “You”, “Your”, “Client”).

1.2 When You enquire about working with Us We will usually send You a written document which details the Service we will provide and the price we will charge (herein referred to as the “Quotation”). Alternatively we may send you a Booking Pack which includes a Quotation and other relevant appendixes related to the Services (herein referred to as the “Booking Pack”).

1.3 The Terms will become binding on You and Just Pose when one of the following happen:

   (a) You Sign the Quotation or Booking Pack and you have received written confirmation from Just Pose that the booking has been Confirmed;
   (b) The commencement of the provision of Services to You by Just Pose at which point, and from which date, a contract will come into existence between You and Just Pose (herein referred to as a “Booking” for Services).

1.4 Until a Booking is Confirmed, Just Pose reserves the right, without liability to You, to cancel the Booking and terminate the Terms. In the event that a Booking is terminated but a payment has been made in association with the Booking, Just Pose will refund any monies paid.

1.5 For the avoidance of doubt, “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.

1.6 These Terms constitute the entire agreement between You and Us. 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 Quotation or Booking Pack.

1.7 If any of these Terms conflict with any term stipulated on the Quotation or elsewhere within the Booking Pack the term(s) stipulated on the Quotation and/or within the Booking Pack will take priority.
2. **PRICE & PAYMENT.**

2.1 The total price of the Services will be as set out on the Quotation or within Your Booking Pack.

2.2 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.

2.3 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, Just Pose 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.

2.4 Payment shall be required on receipt of an invoice from Just Pose, unless otherwise agreed and stipulated on the Booking Pack or any invoice(s) issued by Just Pose.

2.5 Pursuant to clause 2.4, if payment isn’t made on time in accordance with the due date shown on the invoice, then Just Pose reserves the right, at Our discretion, without incurring any liability to You, to

- (a) cancel the Booking and exercise Our right to charge a cancellation fee as per clause 8; and / or
- (b) suspend provision of the Services under the Booking or any other Booking between You and Just Pose. This includes the right to withhold any Images and refusing future Bookings.

In these circumstances, We will not be liable to You under clause 3 and will not be liable for any damages or costs caused by cancellation of the Booking.

2.6 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). Just Pose 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 Just Pose to You.

2.7 If any payment due for the Services is not received in accordance with clause 2.6 then You shall pay interest on the overdue amount at the rate of five per cent (5%) per annum above Barclays Bank plc base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with any overdue amount.

2.8 In the event Just Pose suspends provision of the Services in accordance with clause 2.5, Just Pose reserves the right to cancel all future Bookings which will be subject to the Terms set out below in clause 8.

2.9 If at any time You make payment to Just Pose via credit or debit card, You agree that Just Pose may securely store details of such credit or debit card and Just Pose may charge this card without further consent from You in the event of any payment becoming overdue in relation to these Terms.
2.10 Unless the Booking is cancelled in accordance with these Terms, You will be liable for payment whether or not You use the Services.

3. OUR RESPONSIBILITIES & LIABILITY

3.1 Just Pose will supply the agreed Services to You as per the Quotation or Booking Pack (or if You amend the Booking on the new basis agreed in writing by You and Us).

3.2 Just Pose will make good any damage to Your property caused by Just Pose in the course of providing the Services, providing that Our Requirements (as defined in clause 4 and herein referred to as our “Requirements”) have been fully met. However, Just Pose is not responsible for the cost of repairing any faults or damage which are a direct or indirect result of You failing to comply with any of Our Requirements or the acts or omissions of you or any guest, patron or attendee of an event, you failing to comply with the reasonable instructions of the Just Pose 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.

3.3 Just Pose will conduct all Services with a reasonable level of skill and care.

3.4 Just Pose will make every effort to perform the Services in line with the timings and durations agreed by it in the Quotation or Booking Pack or where We have agreed otherwise in written correspondence pursuant to clause 3.1. However, there may be delays due to an Event Outside Our Control (as defined in clause 9.2 and herein referred to as “Event Outside Our Control”). If this is the case then Just Pose will not be liable for any loss, damage cost or expense suffered by You as set out in is this clause 3, whether foreseeable or not.

3.5 Where Just Pose 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. Just Pose has no liability to You for any errors, omissions or other incorrect details contained in artwork produced as part of our design Services which have been approved by you.

3.6 Just Pose provides a Service to entertain and commemorate Your event and aims to ensure that photographs are of a high quality, however Just Pose makes no guarantee regarding the quality of the images captured.

3.7 Just Pose’s total liability to You including liability in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with these Terms and Conditions and the Services provided, will be limited to the total price paid by You for the Services.

3.8 Just Pose will not be liable for unauthorised persons using the Services at an event or venue You have asked Us to work at.

3.9 Just Pose does not exclude or limit its liability for:

(a) Death or personal injury caused by the negligence of Just Pose 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);

3.10 Just Pose will under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the provision of the Services 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.

3.11 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.

3.12 This clause 3 shall survive termination of the Terms.

4. YOUR RESPONSIBILITIES

4.1 You agree to:
(a) Ensure that the specifics of the Booking detailed on the Quotation and/or Booking Pack are complete and accurate before You Sign;
(b) Co-operate with Just Pose in all matters relating to the Services;
(c) Ensure that Our Requirements are met as per 4.2 and 4.3.
(d) Obtain and maintain any and 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 Just Pose with such information and materials as Just Pose 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 Just Pose (herein referred to as “Equipment”), which is in Your possession in safe custody at Your own risk, including maintaining Our Equipment and other materials supplied by Just Pose to You, in good condition until returned to Just Pose, and not dispose of or use Our Equipment or other materials other than in accordance with the Instructions issued by Just Pose;
(g) To assume all responsibility and indemnify Just Pose for any loss, liability, incident, accident or damage which is incurred or arises during the provision of the Services whereby a representative of Just Pose 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 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 Just Pose.

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

(k) Comply with Your obligations under the General Data Protection Regulation ((EU) 2016/679) the Data Protection Act 2018 and/or 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 2018.

(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, client(s), representatives and/or contractors do not take any action which could jeopardise the privacy of any person using Our Equipment or products.

4.2 You will be responsible for meeting Our reasonable needs, required in order to provide the Services booked, these are called Our Requirements. 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).

4.3 Our Requirements include the following, unless otherwise agreed as stipulated on Your Quotation and/or within Your Booking Pack:

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

(b) If as part of the Services We are delivering any Equipment to an event or venue; Suitable space(s) usually including sufficient electrical power and internet connectivity.

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

4.4 If it is found at any time that Our Requirements have not been met then We may make an additional charge of a reasonable sum to cover any extra work that is required, or, at the option of Just Pose, 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.

4.5 Just Pose 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.
5. RESPONSIBILITIES RELATING TO EQUIPMENT

5.1 Where You have asked Us to provide Services which includes Our Equipment being operated by Our representatives at an event or venue, We will make every effort to ensure that Our Equipment is kept safe and not left unattended. This includes keeping in Our possession any small valuables such as cameras and laptops, wherever it’s practical to do so.

5.2 If You have booked Services where You are 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 Just Pose at the end of Your Booking complete and in the condition that it was given to You. In these circumstances You shall:

- follow any and all instructions that We have provided.
  - (i) Do everything within Your reasonable control to ensure that Our Equipment is returned in the condition in which it was provided to You.
  - (ii) Do so with reasonable care in order to not damage or cause undue and/or unreasonable wear to Our Equipment.
  - (iii) 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.
  - (iv) Do so legally and with permissions from any interested party such as venues, local authorities or land owners.
  - (v) Not permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process.

5.3 Further to clause 5.2, 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. The Equipment shall cease to be in Your care and under Your responsibility when the Equipment is returned back to Us. If You would rather not bear this responsibility, please contact Us to explore the possibility or arranging for the provision of additional Just Pose representatives.

5.4 In the event that, through no fault of Just Pose any of the Equipment supplied by Just Pose becomes, lost, damaged, destroyed or stolen whilst in Your possession, You will be liable for the total cost of that Equipment, and this will be at the true cost to Just Pose 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.

6. SAFETY

6.1 If any guest(s) or attendee(s) to an event where You ask Us to provide Services do not comply with the reasonable requirements or instructions of Us or Our representatives,
JUST POSE

We may suspend or cancel the Services, but You will be required to pay the full amount and will not be entitled to any refund. Further, if any guest(s) or attendee(s) to an event where You ask Us to provide Services fail to comply with the reasonable instructions of Us or Our representatives and as a result any of Our Equipment is damaged, You will be liable for the costs of that damage.

7. **CHANGES**

7.1 **BEFORE SERVICES COMMENCE:**

(a) If You wish to make changes to Your Booking before Services are delivered, please contact Just Pose 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 Just Pose.

(c) Changes to Bookings are entirely at the discretion of Just Pose. If Just Pose 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 5.

(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 8 and asked to make a new Booking which may not be at the same rate.

7.2 **ONCE SERVICES HAVE COMMENCED:**

(a) If You require the Services for a longer period than originally booked or there is a material change to your requirements which has been agreed by Just Pose a fee may be charged. Just Pose may agree or refuse the request for any period in addition to the period originally agreed at its sole discretion.

(b) If Just Pose agrees to increase the duration for which Services will be provided, Just Pose 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 duration / additional Services will, where possible, be invoiced within 30 days of Services being provided and Just Pose may require for the additional Services to be paid for at the time the request is made and agreed with Just Pose. You will be liable for this payment whether the Services are used or not.

(d) If Just Pose is unable to install or pack up and remove the Equipment at the agreed time or is impeded from leaving a venue where You asked Us to provide Services, You will be liable for the additional time and any increased costs for which Just Pose or its representatives are detained or for any additional costs Just Pose 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.

7.3 Just Pose may make reasonable changes to Your Booking or these Terms if there are a change in relevant laws and regulatory requirements.
8. CANCELLATION

8.1 You acknowledge Just Pose will allocate its time and equipment to your booking and that any cancellation to your Booking may cause Just Pose to suffer a loss.

8.2 We reserve the right to charge a cancellation fee up to the full value of Services booked, in the event that Services are cancelled.

8.3 You must notify Just Pose immediately, in writing (including email) if You wish to cancel a Booking or part of a Booking. Just Pose shall confirm receipt of Your cancellation in writing and any amount due to Just Pose as a result of that cancellation. For the avoidance of doubt the date of cancellation shall be the date on which Just Pose confirms 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 Just Pose shall be final and binding, except if it is manifestly wrong.

8.4 Unless agreed otherwise in writing by Just Pose, 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 Booking.

8.5 Where cancellation fees in 8.1 apply Just Pose 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 Just Pose will charge interest on the remainder of the fees in line with clause 2.7.

9. EVENTS OUTSIDE THE CONTROL OF JUST POSE

9.1 Just Pose 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 Just Pose, 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 Just Pose 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. Just Pose will promptly contact You if this happens. Just Pose 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 9.5 for any cancellation.

9.4 If Just Pose 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, Just Pose 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 Just Pose has to cancel a Booking under this clause 9 and You have made any payment in advance for Services that have not been provided to You, Just Pose will refund these amounts to You.

9.6 If Just Pose has cancelled a Booking 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 In order for Just Pose to offer Services such as live sharing, unless otherwise agreed in writing and/or stipulated on Your Quotation or Booking Pack; copyright to all Images captured will remain the property of Just Pose.

10.2 Just Pose 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 Booking Pack or Quotation.

10.3 In accordance with our Privacy Policy and providing that We are permitted under data protection legislation, Just Pose 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. If You are a business or organisation, this will usually require that You sign an Data Sharing Agreement.

11. INFORMATION ON HOW TO CONTACT US

11.1 If You have any questions or if You have any complaints, please contact Just Pose. You can contact Just Pose by telephoning 0207 112 8962 or by e-mailing hello@justpose.com

11.2 If You wish to contact Just Pose in writing, or if any clause in these Terms requires You to give Just Pose notice in writing (for example, to cancel the contract), You can send this to Just Pose 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 Just Pose has to contact You or give You notice in writing, Just Pose will do so by e-mail or by pre-paid recorded delivery post to the address You provide to Just Pose.

11.3 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.
12. OTHER IMPORTANT TERMS

12.1 Wherever a plural version of a non-plural word which is defined in these Terms is used, it shall have the same meaning as the non-plural version and vice versa.

12.2 Just Pose and its Representatives will take instructions from persons with the ostensible authority to provide those instructions in relation to Your Booking.

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

12.4 You may only transfer Your rights or Your obligations under these Terms to another person or organisation if Just Pose agrees in writing.

12.5 The Terms are between You and Just Pose. 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.

12.6 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.

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

12.8 These Terms are governed by English law. You and Just Pose both agree to submit to the exclusive jurisdiction of the English courts.

12.9 All Equipment shall be supplied on a hire basis, where all title in the Equipment shall remain with Just Pose, 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 Just Pose has received from the manufacturer. Title to the Equipment shall pass to You only upon Just Pose receiving payment in full of the agreed amount.