

Terms and conditions

Definitions

- Fera Science Limited of Sand Hutton, York, YO41 1LZ (a company incorporated in England and Wales under number 9413107) whose registered office is situated at 17 Rochester Row, London, SW1P 1QT, ("Fera") means the organisation offering the photography services to the Client via a Contract, which includes written confirmation to be agreed between Fera and the Client.
- "Services" means the photography services for an event or series of events during which we shall provide photographic services to you.
- The "Client" means the organising body/company and organiser responsible for commissioning of and payment for the Services, and will be stated as such on the written confirmation from Fera. Unless Fera agrees otherwise in writing, the Contract will be personal to the Client and it may not be assigned.
- "Order Form" means the order form signed by the Client requesting the Services.
- "Order Confirmation" means the order confirmation signed by Fera to confirm the Services to be delivered.
- The Contract means the written confirmation on the Order Form and Order Confirmation between Fera and the Client for a specific booking or series of bookings, together with these Terms and Conditions.
- "Reproduction" means any form of publication or copying of the whole or part of any Photo whether altered or not and whether by printing, photography, slide projection (whether to an audience or not), xerography, electronic or mechanical reproduction or storage, or in a layout or presentation.

1. Confirmation

1.1 A minimum of [()] working days' notice is required for bookings.

1.2 Bookings will be treated as provisional until the Client sends an Order Form to Fera and Fera sends an Order Confirmation. For the purposes of clarification, the Contract will consist of the Order Form and Order Confirmation and these Terms and Conditions).

2. The Services

2.1 The Services will only be available for bookings between the hours of 9am to 5pm, Monday to Friday and excluding public holidays.

2.2 Photographs will be provided on disk to the quality reasonably specified by the Client (within the limits of the equipment used).

2.3 Further copies can be obtained at an additional cost.

2.4 Delivery will be by post or hand delivered where the Client is on the Sand Hutton site.

2.5 Prints can be obtained at an additional cost. Quotes to be provided by Fera on a case by case basis.

2.6 For feedback regarding the Services the Client will be provided with a named contact provided for all bookings. Client Complaints should in the first instance be placed in writing to Paul Beales, Fera, Paul.Beales@fera.gsi.gov.uk.

3. Cancellation or Postponement by the client

3.1 Cancellations or Postponements by the Client will only be accepted in writing with 24hours notice if on the Sand Hutton site and 48hours notice for locations other than the Sand Hutton site.

3.2 Fera will use reasonable endeavours to rearrange a booking cancelled by the Client but cannot guarantee that it will be completed within any given timescale.

4. Cancellation or Postponement by Fera

4.1 . Fera reserves the right to cancel the booking at any time:

- If the location or environment are deemed, in the opinion of Fera, to be unsafe

- For equipment failure or malfunction that is outside the control of the photographer.
- If the client is more than 30 days in arrears of previous payments to Fera;

4.2 In the event of Postponement by Fera, the Client will be offered 1) alternative dates for the booking or 2) will not be charged for the booking. Upon agreement of any new dates, the Client will receive a new Order Confirmation from Fera, which together with these Terms and Conditions will constitute a new Contract.

4.3 In the event of cancellation arising from 4.1, Fera shall not be liable to the Client in respect of any resulting loss of profit, revenue, business, goodwill or anticipated savings or any direct or indirect consequential loss or damage.

5. Payment Terms

5.1 Fera will invoice the Client following completion of the booking. Payment must be made in pounds sterling (GBP).

5.2 The Client shall pay in addition to the agreed price a sum equal to the Value Added Tax (VAT) where applicable, chargeable at such rate as may be in force from time to time.

5.3 Payments shall be made within 30 (thirty) days of receipt of a valid VAT invoice. If payment is not received within the timescales quoted on the invoice, Fera reserves the right to charge interest at 4% above the daily base rate levied by the Bank of England.

6. Copyright

The copyright and all other rights in the Photos shall be retained by Fera. The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

7. Price and Price Variations

9.1 The photographer can be booked for the following Price

By the hour at £150.00per hour

By the half day (meaning 3.5hours) at £350.00

By the full day (meaning 7.5hours) at £650.00

9.2 In the event of circumstances beyond Fera's control (including but not limited to increases in the standard rate of VAT), Fera reserves the right to vary the prices quoted to an extent that reflects such changed circumstances.

9.3 Should the Client make significant changes to the booking, this may result in amendments in the applicable rates and/or facilities offered by Fera.

10. Liability

10.1 The entire liability for any breach of this Agreement or any representation, act or omission (including negligence) by Fera shall be limited to the Price in relation to the Services and we shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

10.2 The limitation on liability shall also apply in the event that Photos are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged where the Photographer is not liable.

10.3 Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from negligence; or any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

11. Force Majeure

13.1 Fera will not be held responsible for any failure or delay in carrying out the Contract due in whole or in part to any circumstances whatsoever beyond its reasonable control.

12. Governing Law

14.1 The Contract shall be governed by and construed in all respects according to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to this Agreement.