

**Company Trading Name:** Auxilla Creations Ltd.  
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**Contact:**

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## IML Product Photography Terms and Conditions

### Legal Definitions

A) The client whose name is specified on the invoice has hereby commissioned Invisible Mannequin London (hereinafter referred to as IML) to supply or create and deliver photography. "Image(s)" means all viewable renditions furnished by Invisible Mannequin London hereunder, whether captured or stored in photographic magnetic, optical, or any other medium whatsoever.

### Tell Us Exactly How You Want It Shot and Presented

A) Direction of how the images are to be photographed must be specified in writing or by email during the ordering process - drawings, illustrations, tear sheets, cell phone images, reference URLs may help to guide our photographer.

B) If the product was photographed like the example image provided by the client in style and position and the Client changes their mind and wants a different "look" or object position, then what was specified before shooting, then the client will have to pay for an extra photograph.

C) If no example or guide images are provided then the client loses the right to a re-shoot, refund or revision.

### Product Quality and Resulting Image

A) IML will photograph the item as it arrives at the studio. If the item has flaws, missing-labels, "waves" in the labels, nicks in the package or products, inherent damage, it will be photographed as such.

B) If the item arrives unacceptably damaged, you will be contacted and given a chance to send a new item to be photographed.

C) IML may retouch certain minor flaws inherent in the product but it is not required to. We also have steamer in the studio used solely to remove minor creases on garments. It is the client's responsibility to ensure garments arrived in the best condition possible.

D) IML does not do additional propping, which can be described as placing items that are not the product next to the main product to enhance the image because this normally requires art direction from the client. For example, if photographing a pill bottle, additional propping would be placing pills next to the bottle. However, if IML agrees to additional propping by special request from the client, the client may not disapprove of the image based on the prop styling.

## Payment

A) The Client must pay 100% of the costs up front

B) If a client over pays for the service, IML will immediately refund the difference once the error has been recognized and the client has been informed. If the overpayments is held for over 30 days because the client cannot be reached, a refund will automatically be made.

C) If a client underpays for a service, for example the client pays for 5 products to be shot and sends 6. The client will be informed to reimburse the difference. Payment will have to be made and received before the 6<sup>th</sup> item is shot.

## Products Shipping, Return Shipping

A) The shipping of products is the sole financial and physical responsibility of the client enroot to IML.

B) IML will not be held responsible for damaged goods in the shipping process.

C) Return shipping is optional and at the client's expense.

D) If you opt for us to arrange return shipping for you, it is at your own risk as we will not be held liable for any loss or damage in transit.

E) The Client assumes full risk of loss or damage to or arising from materials furnished by the client hereunder and warrants that said materials are adequately insured against loss, damage or liability. The client shall indemnify the Photographer against all claims, liability, damages, and expenses incurred by the photographer in connection with any claim arising out of use of such materials.

## Acceptance of Work and Remedy of Defects

A) The Customer shall inspect the Work upon it being delivered to them by us and shall bring to the attention of IML any defects in the Work within 7 days of us delivering the Work. After such period of 7 days has elapsed the Customer shall be deemed to have inspected the Work and found it to be in accordance with Invisible Mannequin London's obligations under agreement and to have accepted it. Any defects to Work brought to IML's attention within 7 days shall be remedied by us.

## Copyright & Confidentiality

A) IML owns the copyright in the Work. Invisible Mannequin London grants to the Customer a "Licence to Use" the Work immediately that the Work is accepted by the Customer. The Licence to Use may be revoked by IML at any time and shall be revoked in the event of an invoice for any Fees for work being unpaid.

B) The Licence to Use only applies to the Customer and its benefit shall not be assigned to any third party without IML's prior permission in writing. Accordingly, even where any form of 'all media' Licence is granted, IML's permission must be obtained before any use of the Work for other purposes such as use in relation to another product or sublicensing through a photo library.

C) Permission to use the Work for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Work will be subject to these terms and conditions

D) IML will treat the goods, products, services and commercially sensitive information which comes into its possession for the purposes of the performance of this Agreement in confidence and will not divulge such to a third party except for the purposes of fulfilling its obligations under this agreement and with the consent of the Customer, such consent not to be unreasonably withheld.

## Limitation of Liability

A) IML's liability for any loss or damage direct or otherwise and howsoever caused whether in tort, contract or otherwise shall not exceed the Fees invoiced by us to the Customer for the Work.

B) Nothing in this Agreement shall limit the liability of either party for death or personal injury caused by its negligence.

C) IML shall not be liable to the Customer for any consequential loss or damage.

D) When instructions or advice are given or received orally by IML it shall have no liability to the Customer for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations.

E) IML shall have no liability to the Customer in respect of the Customer Content (which means the goods or products of the Customer which IML has been contracted to photograph). On completion of the Work the Customer agrees to collect the Customer Content within 2 months of completion of the work, after 2 months, IML shall become the owner of such products and items and maybe disposed of, sold or donated.

F) IML accepts no responsibility for damage to goods in transit - the responsibility of goods remains with the carrier service. IML recommends that if the goods to be transported are of significant value, insurance should be taken with the carrier company.

## Termination & Cancellation

A) IML shall be entitled to terminate this Agreement upon the Customer's material breach (including without limitation non-payment of any sum due) unless the Customer remedies such breach within 7 days of its occurrence.

B) IML will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of IML including without limitation Internet outages, communications outages, fire, flood, war or natural disaster.

C) In the event that the Customer wishes to cancel the creation of the Work by IML in accordance with this Agreement (save in the event of a material breach by IML of a fundamental term of this Agreement) at any time, IML shall be entitled to recover the following proportions of the Fees:

C.1 where such cancellation is communicated to IML more than 48 hours in advance of the Shoot Date. IML shall not be entitled to any proportion of the Fees;

C.2 where such cancellation is communicated to IML within the period between 48 hours and 24 hours in advance of the Shoot Date, IML shall, at its option, be entitled to recover 50% of the Fees.

C.3 where such cancellation is communicated to IML within the period of 24 hours before the Shoot Date, or if any such cancellation is not communicated to IML at all, IML shall be entitled to recover 100% of the Fees;

## General

A) Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the parties and neither of the parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

B) If at any time any part of this Agreement is or becomes unenforceable, such part will at IML's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

C) No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Agreement.

D) The Customer shall not assign the benefit or burden of this Agreement without the prior written consent of IML.

E) No person who is not a party to this Agreement shall be entitled to enforce any of the terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

F) These Terms are made and shall be construed in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

G) It is the Customer's responsibility to ensure that the Terms of Business are entered into by a person duly authorised by the Customer to enter into contracts on their behalf whether as employee director agent or otherwise and the Customer agrees that it enters into and is bound by this contract where in all the circumstances it appears to IML that Email of Acceptance has originated from the Customer's email address.