

Judith Wilson School of Modelling, Terms and Conditions 2010

.1 Services

- .1.1 Subject to these terms and conditions ("Terms") we will provide the following services (the "Services") to you in return for the Fee:
 - .1.1.1 Group instruction on the Modelling Day, which will be given on catwalk modeling and posing, carried out by a professional model;
 - .1.1.2 Hair styling and makeup artistry on the Modelling Day, which will be carried out by a professional beautician and Hairdresser;
 - .1.1.3 A series of photographs will be taken on the Modelling Day by a professional photographer; and
 - .1.1.4 A CD portfolio of photographs taken on the Modelling Day and selected by the yourself and the Photographer will be provided to you free of charge by post within 14 days of the on the Modeling Day.]

.2 Basis of Provision of Services

- .2.1 These Terms and the information supplied on Booking form the whole agreement between you and us for the supply of the Services.
- .2.2 Please ensure that you read and understand these Terms before Booking, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 3.
- .2.3 If any of these Terms are inconsistent with any term notified to you at the time of the Booking, the Booking term shall prevail.

.3 Booking

- .3.1 Booking must be made by notifying us in writing of the date of the Modelling Day you wish to attend. This notification must be accompanied by payment of the Deposit (the "Booking").
- .3.2 The Booking is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- .3.3 These Terms shall become binding on you and us when we issue you with written acceptance of an Booking at which point a contract shall come into existence between you and us. Acceptance of the Deposit by us does not infer that a binding contract has come into existence.
- .3.4 By Booking you confirm that the person who you intend to be the beneficiary of the Services, is over the age of 16 years. We reserve the right to terminate this contract without notice where it appears to us that such person is below the age of 16 years.

.4 Deposits

- .4.1 The Deposit is £25, or any other amount that we tell you on Booking.
- .4.2 If you cancel your Booking, or fail to attend the Modeling Day, or fail to pay the balance of the Fee as described in clause 9 we shall be entitled to retain your Deposit.

.5 Quality of Services

- .5.1 Unless prevented from doing so by an event outside of our control, we will provide Services which conform in all material respects with their description and are carried out with reasonable care and skill;
- .5.2 You must provide us, in sufficient time, with any information and instructions that are necessary to enable us to provide the Services to you. This includes details of any special dietary requirements, allergies or other special arrangements you require.

.6 Provision of services

- .6.1 We will supply the Services to you on the date and time stated in the confirmation of Booking .
- .6.2 We will make every effort to perform the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.
- .6.3 Where the Modelling Day is rescheduled by us, you will be invited to attend on an alternative day to be decided by us. If you are unable to attend you must notify us in writing and your Deposit will be returned.

.7 Defective services

- .7.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible. We will provide you with a full or partial refund, depending on what we believe is reasonable; or invite you to attend another free Modelling Day.

- .7.2 These Terms will apply to any replacement Services.

.8 Intellectual property rights

- .8.1 The copyright, design right and all other intellectual property rights in any of the photographs taken by the Photographer will belong to the Photographer absolutely.
- .8.2 Prints of Photographs may be ordered directly from the Photographer who may charge an additional fee.

.9 Price and payment

- .9.1 The price of the Services will be the amount notified to you at the time of Booking and confirmed in writing to you ("Fee"). Prices are liable to change at any time, but price changes will not affect Bookings that we have confirmed in writing. The Fee includes VAT.
- .9.2 The balance of the Fee, being the amount of the Fee less the Deposit, must be paid in advance of the time notified to you on Booking that the Modelling Day will begin.
- .9.3 The Services will not be provided if the Fee is not paid in full in accordance with this clause and we shall be entitled to retain your Deposit in accordance with clause 4.

.10 Limitation of liability

- .10.1 Subject to clause 11 if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.
- .10.2 This does not limit our liability for any matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

.11 Events outside our control

- .11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control.

.12 Assignment

- .12.1 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations to another party.

.13 Data protection

- .13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties other than to the Photographer for the purposes of providing the Photographs to you in accordance with the Services.
- .13.2 You irrevocably consent to our use of the Photographs and any other images or video footage taken by us on the Modelling day of you, for the purpose of advertising and promoting our business in any medium or manner that we deem appropriate at our discretion.

.14 General

- .14.1 If a court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- .14.2 A person who is not party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.
- .14.3 These Terms shall be governed by the law of Northern Ireland and you and we both agree to the non-exclusive jurisdiction of the Northern Irish courts.