

Client Terms ("Terms")

These Terms and any document(s) referred to in them constitute the entire agreement about Hilary Adamson Photography's supply of the products and services to Client and supercedes all prior understandings, arrangements and agreements.

Words with special meanings are defined in clause 1. A reference in these Terms to: (a) the singular includes the plural and vice versa; (b) the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,;" (c) A reference to a gender includes all genders; and (d) a reference to a person including a party) includes an individual, company, other body corporate, partnership, firm, joint venture, or a trust.

1. Definitions.

- a. "Photographer" means the professional photographer employed (or contracted) by Hilary Adamson Photography.
- b. "Client" means the Client (person (individual or The Client), business, company, organisation or government department) that has is the purchaser of the products and services.
- c. "Products" means any products or services (where applicable) supplied to the Client by Hilary Adamson Photography described in Hilary Adamson Photography's invoice.
- d. "Sales Contract" means any sales contract or distribution agreement entered into by the Client and Hilary Adamson Photography in respect of products and services supplied to the Client in which these terms are deemed to be incorporated.

2. Bookings.

- a. Bookings will be subject to Hilary Adamson Photography's **Booking Policy** as advised to the Client and amended by Hilary Adamson Photography from time to time, the current version of which is set out on our website ("Booking Policy").

3. Orders.

- a. Orders will be subject to Hilary Adamson Photography's **Order Policy** as advised to the Client and amended by Hilary Adamson Photography from time to time, the current version of which is set out on our website ("Order Policy").

4. Returns.

- a. Returns will be subject to Hilary Adamson Photography's **Returns Policy** as advised to the Client and amended by Hilary Adamson Photography from time to time, the current version of which is set out on our website ("Returns Policy").

5. Payments.

- a. Payments will be subject to Hilary Adamson Photography's **Credit Policy** as advised to the Client and amended by Hilary Adamson Photography from time to time, the current version of which is set out on our website ("Credit Policy").

6. Force majeure.

- a. If the performance of Hilary Adamson Photography's obligations under these Terms or any relevant agreement or sales contract is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of Hilary Adamson Photography, Hilary Adamson Photography will give notice of such cause to the Client and after 60 days from the receipt by the Client of such notice, either party may terminate the relevant sales contract without penalty.

7. Liability.

- a. To the extent permitted by law, Hilary Adamson Photography will not be liable to the Client or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by the Client, whether such liability arises directly or indirectly as a result of:
 - i. any negligent act or omission or wilful misconduct of Hilary Adamson Photography or its employees or agents;
 - ii. the supply, performance or use of any products or services; or
 - iii. any breach by Hilary Adamson Photography of its obligations under these Terms or any relevant sales contract.

8. Intellectual Property.

- a. The Client acknowledges that:
 - i. all trademarks, copyright and other intellectual property rights ("Intellectual Property") embodied in or in connection with the products and any related documentation, parts or software are the sole property of Hilary Adamson Photography or its suppliers; and
 - ii. all intellectual property of Hilary Adamson Photography or its suppliers may only be used by the Client with the express written consent of Hilary Adamson Photography or its suppliers, during the continuance of any relevant sales contract, and such consent extends only to use essential for the purposes stated in it.
- b. The Client must not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Hilary Adamson Photography or its suppliers in connection with the products.
- c. The Client will indemnify Hilary Adamson Photography against all liabilities, damages, costs and expenses which Hilary Adamson

Photography may suffer or incur as a result of any work performed by Hilary Adamson Photography in accordance with the Client's specifications or as a result of the combination or use of the products with other equipment, parts or software not supplied by Hilary Adamson Photography, and which results in the infringement of any Intellectual Property of any person.

9. Confidentiality.

- a. The Client acknowledges that Hilary Adamson Photography has disclosed and may from time to time disclose to the Client certain confidential information and documentation of Hilary Adamson Photography relating to the products, their marketing, use, maintenance and software, including technical specifications ("Confidential Information").
- b. Subject to the Credit Policy (default clause), the Client must:
 - i. only use the confidential information solely for the purposes contemplated under any relevant sales contract; and
 - ii. not, during the continuation of such sales contract or thereafter, disclose (whether directly or indirectly) to any third party the confidential information, other than is required to carry out such purposes.
- c. If disclosure of confidential information to third parties is necessary, the Client will obtain from such third parties binding agreements to maintain in confidence the confidential information disclosed at least to the same extent as the Client is bound to protect Hilary Adamson Photography's confidential information under this clause.
- d. Upon the expiry or termination of any relevant Sales Contract, the Client must cease to use and must return or destroy (as Hilary Adamson Photography may instruct) Hilary Adamson Photography's confidential information in its possession or control.
- e. The provisions of this clause do not extend to any information which is:
 - i. at the time of disclosure, rightfully known to or in the possession or control of the Client and which is not subject to an obligation or confidentiality;
 - ii. public knowledge (otherwise than as a result of a breach of this clause or any other obligation of confidentiality);
 - iii. approved in writing by an authorised officer of Hilary Adamson Photography to be disclosed; or
 - iv. required to be disclosed by a government authority or by relevant laws provided that notice of any such required disclosure is first given to Hilary Adamson Photography.

10. Feedback.

- a. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. You agree to raise any concerns, problems or issues you may have concerning our products and/or services to us directly in person or via phone or email.
- b. You agree not to post any content on our website or any of our social media accounts that is or could reasonably be considered to be inappropriate, defamatory, disparaging or would otherwise bring us into disrepute. You agree not to post any content on your website or social media accounts that could reasonably be considered to be inappropriate, defamatory, disparaging or would otherwise bring us into disrepute.
- c. You agree not to attempt to adversely influence other Hilary Adamson Photography clients in an inappropriate, defamatory, disparaging manner that would otherwise bring us into disrepute.

11. General.

- a. Hilary Adamson Photography may amend these Terms at any time, by giving the Client notice by mail, e-mail or by posting a notice on Hilary Adamson Photography's public website. By continuing to place orders for products, the Client will be deemed to have accepted the revised Terms.
- b. The Client acknowledges they are responsible for any participant they bring to the studio and agrees to enforce and communicate these Terms to them. The Client also agrees to note the full names (and date of birth where participants are under the age of 18) on the client information questionnaire prior to the photoshoot. The Client agrees to not invite any participant who is not in agreement of these Terms or has not been notified of them accordingly.
- c. Any provision of these Terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provisions will continue unaffected.
- d. The Client acknowledges that some products may be controlled under export laws in force at the time of the sales contract. The Client shall not export, re-export, or distribute products, in violation of any such export control laws or regulations.
- e. The Client acknowledges that certain products may be subject to license requirements or other restrictions specific to certain transactions. Where applicable, The Client agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify Hilary Adamson Photography for any liability suffered by it arising from The Client's breach.
- f. The Client may not assign or attempt to assign any of its rights and obligations under these Terms.
- g. These Terms are governed by the laws of the State of Western Australia and the courts of the state of Western Australia shall have exclusive jurisdiction to hear any disputes arising from or relating to this agreement.