

1. GENERAL

1.1 In these Terms and Conditions:

- (a) "Agreement" means any order or engagement letter relating to the Services, and these Terms and Conditions.
- (b) "I" or "Me" means Artem Maksachuk.
- (c) "You" means the person, firm, company or entity buying Services from me.
- (d) "Services" means all Services I will supply to you under a proposal, order or invoice relating to, food styling, graphic design, videography, and photography.

2. PRICE

2.1 Quotation: Any quotation I have made for the supply of Services constitutes an invitation to treat and not a binding offer. All quotations lapse after 10 days but I reserve the right to change or withdraw any quotation without notice at any time.

2.2 Change of Rates: I reserve the right to change any previously notified hourly rate for casual work on 60 days' written notice to you.

2.3 No deductions: All payments by you will be full, free and clear of any deduction, withholding, set-off, counterclaim or other claim.

2.4 Cancellation: Where cancellation occurs, any deposit paid may be refunded at my sole discretion. No refund will be made where cancellation occurs within 24 hours of the time set for performance of the Services.

2.5 For any work requested over and above the agreed services, these will be charged out at the relevant rate per hour as stipulated on my website based on the additional services being requested. The current rates can be found on each service page at { HYPERLINK "https://maksachuk.com/" }

3. PAYMENT

3.1 Deposit: In order to confirm a booking for Services I may require you to pay a deposit of 50% of the Price.

3.2 One-off Services: I will invoice you for one-off Services in advance and I reserve the right to not release my report or work to you until the account has been paid in full.

3.3 On-going Services: Where I have agreed to provide my Social Media packages to you on an ongoing basis I will invoice you for each month's Services in advance. If you do not wish to continue the Agreement on this basis you must give me not less than 14 days' written notice of termination. Should you sign up for either my ongoing Photography or Videography retainers, you agree that the minimum agreement period is 1 month given the special rate offered for these services. Should you wish to terminate the retainer work, please let me know in writing – I will invoice you for the balance of the 1 month remaining and complete the work. Should you not pay the outstanding balance on receipt of invoice, I will seek debt collection services and will add any related debt collection fees to the outstanding invoice. I will provide 7 days notice should I seek debt collection services.

3.4 Payment terms: You agree to pay your account within 7 days of the date of invoice.

3.5 Expenses: Agreed out of pocket expenses will be invoiced in advance and I reserve the right not to progress the associated Services until I receive these payments.

3.6 Acceleration: Notwithstanding the above credit period, full payment for all unpaid Services will become due immediately upon:

- (a) You or any guarantor becoming insolvent or bankrupt;
- (b) The commencement of any act or proceeding in which your or any guarantor's insolvency is involved; or
- (c) You or any guarantor resolving to wind up or being ordered to be wound up or having a receiver, liquidator or official manager appointed in respect of all or any of your assets; or
- (d) You or any guarantor ceasing to trade.

4. PENALTY FOR LATE PAYMENT

4.1 Default interest: Failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any other rights or remedies available to me simple interest at My bank's current overdraft rate will be payable upon demand and from the due date until payment. Should full payment not be made on due date, I reserve the right to outsource the recouping of those outstanding costs to a debt collection agency of my choosing whereupon I will add a 15% debt collection fee onto the outstanding invoice. I will inform you in writing 7 days before this happens.

4.2 Legal costs: You will indemnify me against all loss, costs and expenses, including legal costs on a solicitor/client basis, which I may suffer or incur as a result of any failure by you to make due and punctual payment.

5. PERFORMANCE OF THE SERVICES

5.1 Time: I undertake to use reasonable endeavours to deliver the Services within the time specified by me but dates I give for performance will be indicative only. No date specified by you will be binding on me without my written agreement.

5.2 Use of reports: Any reports prepared or procured by Me as part of the Services are to be used only by you.

5.3 Services to be supplied: You acknowledge and agree that the Services are limited to those set out in the invoice, order form or other similar document issued by me

5.4 Declining Services: I reserve the right to decline any request for work that I consider is contrary to My professional standards or that in My view may be harmful to your or My reputations. If you object to Me declining any work under this clause I have the right to terminate this Agreement with immediate effect.

5.5 Copyright: Unless otherwise agreed, I will retain intellectual property rights in all original work I have prepared on your behalf as part of the Services. You will have the right to use the original work for the purpose for which it was intended. You will not have the right to modify the work or use it for any other purposes without My written agreement.

5.6 Portfolio: You agree that I may use samples of the work I have prepared on your behalf for the purposes of marketing my services and my business.

6. YOUR OBLIGATIONS

6.1 Information: you will provide me with any relevant information required to enable me to perform the Services. Where information provided by you is incorrect and I am required to undertake additional work I reserve the right to charge for such additional work.

6.2 Third Party Rights: You warrant that:

- (a) you own any material you provide to me free of any claims or encumbrances and are entitled to provide that material to me and
- (b) any material you provide to me is yours and does not violate any existing intellectual property rights including, without limitation, copyright, trade mark, or any other proprietary or contractual rights.

7. MY OBLIGATIONS AND WARRANTIES

7.1 I warrant that:

- (a) I have the right to enter into this Agreement;
- (b) I will perform the Services to a reasonable standard of care and skill;
- (c) I will perform the Services in accordance with relevant laws.

8. LIABILITY

8.1 Limitation of liability:

- (a) Claims: I will have no liability for unsatisfactory Services unless you notify me in writing of your claim within 3 days after performance of the Services;
- (b) I will have the option, exercisable at my discretion, to replace or give credit for any services in respect of which any claim is made or proven or to refund a portion of the price paid for the Services, thereby fully discharging all my legal liability;
- (c) If either party is liable for direct losses arising from a breach of this Agreement or for negligence, the liable party's obligation to pay damages or losses is limited to the Price paid for Services under this Agreement in the three months immediately prior to the event to which the liability relates. This limitation does not apply to any loss or damage caused by fraud, wilful breach or wilful damage;
- (d) I am not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss. This includes loss caused by you providing me with incorrect information or by your delay leading to my Services becoming obsolete due to matters outside my control;
- (e) I am not liable for any loss or damage to your property, including items you send to me for product styling. You agree to insure your property as needed;
- (f) Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.

8.2 Indemnity: You will be liable for, and will indemnify Me against, any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by Me whether direct or consequential (including without limitation any economic loss or other loss of profits, business or goodwill), arising out of any dispute or contractual, tortious or other claim or proceeding brought against Me arising from any third party claim that the Work infringes a third party's intellectual property rights.

9. PERSONAL GUARANTEE

9.1 Where stated in your order or engagement letter, the person identified as Guarantor under this Agreement guarantees that You will perform Your obligations under this agreement, including the payment of all moneys on the due dates. The Guarantor agrees to indemnify Me against all losses that I may suffer under this Agreement as a result of Your acts or omissions.

10. GENERAL

10.1 Events outside my control: If any cause beyond my reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with my performance of any of my obligations under these Terms and Conditions then I may at my sole discretion suspend my performance of any such obligation or cancel any contract for the purchase of Services and I will not be liable to you in any respect.

10.2 Waiver: These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. I will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

10.3 Severability: If any clause or provision of these Terms and Conditions will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

10.4 Privacy Policy: Any personal information collected by me in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within my organisation and to other parties involved in performing the Services. I agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements.

10.5 Electronic Communications: You consent to receive commercial electronic messages from Me If you wish to opt out of receiving these messages tell me in writing and I will remove you from the mailing list.

10.6 Confidentiality: Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.

10.7 For ongoing monthly retainer services, I reserve the right to amend the monthly retainer fee, notified in writing, within the first 30 days of the agreement commencing, to ensure the services are accurately being accounted for.