



Terms of Service

ARTICLE 1

Deposit and Payment

1. The Client shall make a 30% non-refundable deposit, unless specified otherwise in Article 5.1 of this Agreement, to retain The Photographer to perform the services specified herewith. The deposit shall be applied to the total cost.
2. The Client shall then settle the remaining 70% of the balance to The Photographer due prior to the receipt of the end-product.
3. All payments shall be made in cash.

ARTICLE 2

Cancellation

1. Should The Client cancel this Agreement, The Client shall forfeit the initial 30% non-refundable deposit to The Photographer as liquidated damages.
2. Article 5 of this Agreement shall apply in the event of cancellation of this Agreement by The Photographer.
3. Re-scheduled sessions shall not constitute as cancellation, and therefore, shall not infringe this Agreement.

ARTICLE 3

Copyright and Reproductions

1. The Copyright to all images created or supplied pursuant to this Agreement remains the sole and exclusive property of The Photographer, consistent with the provisions of the Emergency (Copyright) Order, 1999.
2. The Photographer shall make reproductions for The Client; reproduce; or sell its photographs as well as literary and artistic works for commercial use.
3. Mindful of the Emergency (Copyright) Order, 1999, The Photographer warrants the right to sell the Copyright and all exclusive rights of images incurred during the contracting service with its respective clients in exchange for monetary value, subject to negotiation between both parties. Such arrangements extend beyond the scope of this Agreement, in which case, a separate contract shall be drawn up to relinquish The Photographer's ownership of Copyright and its exclusive rights.

ARTICLE 4
The Client's Usage

1. The prints and digital files obtained by The Client from the service of this Agreement shall not be used for commercial purposes. The selling of such prints, digital files, or authorising the reproduction of the product other than by The Photographer is strictly prohibited and would constitute as an infringement to this Agreement and the Emergency (Copyright) Order, 1999, unless specified in the "Usage Specifications" of this Agreement.

ARTICLE 5
Failure to Perform

1. Should The Photographer fail to perform this Agreement due to reasons beyond the control of The Photographer, The Client hereby agrees to accept a 30% refund from the initial deposit made by The Client, releasing The Photographer from any liability for any claims whatsoever.
2. The failure to perform includes, and not limited to, the event that photographic materials are damaged in processing, lost through camera malfunction, lost through computer malfunction, damaged without fault on the part of The Photographer.
3. If The Photographer neglectfully fails to perform, The Photographer shall not be liable for any amount in excess of the value of the contracting service of The Client.

ARTICLE 6
Photographer

1. The Photographer may substitute another photographer to take photographs in the event of illness or scheduling conflicts.

ARTICLE 7
Inherent Qualities

1. The Client is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes. Therefore, The Client releases The Photographer from any liability for any claims whatsoever based upon fading or discolouration due to such inherent qualities.

ARTICLE 8
Price List

1. The amount charged in this Agreement is based on The Photographer's Price List at the time in which this Agreement was made. The price list is annexed.

ARTICLE 9
Miscellany

1. The Client may not assign or transfer this Agreement or any rights granted hereunder. The Client, its principles, agents and affiliates are jointly liable for the performance of all payments and other obligations herewith.
2. This Agreement incorporates the entire understanding of the parties. Any modifications to this Agreement must be in writing signed by both parties. This Agreement shall be governed by the statute and laws of Brunei Darussalam.

-----||-----