

TERMS OF BUSINESS

1. Credit accounts must be settled no later than 14 days from date of invoice.
2. Credit accounts can be opened by agreement.
3. Where credit facilities have not been agreed, orders will be subject to payment on delivery.
4. Todd-White Art Photography retains the photographic copyright in its works unless agreed otherwise. Copyright of all art represented belongs to the artist.

WE AGREE TO PROVIDE SERVICES IN RELATION TO YOUR WORK OF ART ("ITEM") AND ACCEPT ITEMS LEFT IN OUR CUSTODY ONLY ON THE TERMS SET OUT OVERLEAF WHICH LIMIT OR EXCLUDE OUR LIABILITY FOR LOSS OR DAMAGE.

EXCLUSION AND LIMITATION OF LIABILITY

By leaving any work of art ("item") in our custody or by giving us access to your item for the purpose of inspection or the provision of photographic services, you accept that we undertake no duty towards you or towards any third party to safeguard the item against destruction (partial or total), loss or misplacement, accidental damage, theft or malicious damage, damage or destruction by fire, smoke, flooding, damp, subsidence, earthquake, explosion or any other peril normally covered by a comprehensive policy of buildings insurance. Any liability which we would otherwise incur towards you or any third party arising from such circumstances or perils is hereby excluded save to the extent that any loss to you arises from the negligent or reckless act of this company or any of its servants or agents.

Our liability for any loss caused by the negligent or reckless act of this company or any of its servants or agents shall not exceed the greater of £1,000 or the aggregate fee otherwise chargeable for our services in respect of the item.

You acknowledge that any such item is not insured by us whilst in our custody nor whilst we are providing services relating to the item and you confirm that you will rely on your own comprehensive all-risks insurance to cover any potential loss to you in respect of the liabilities that we have excluded or limited.

For the avoidance of doubt we do not purport to limit or exclude our legal liability in respect of personal injury or death.