

Photography and Video Services Agreement

Terms and Conditions



Background

- A. Onlineconsulting.com.au Pty Ltd ABN 28 140 582 681 (**Online Consulting**) provides photography and video services to Clients.
- B. This agreement sets out the rights and obligations of Clients and Online Consulting.

1. Definitions

Client means person or organisation to which Online Consulting provides services, which is a party to this agreement.

Confidential information means information that is stated to be confidential or information which a reasonable person would consider confidential.

Event means a function or scheduled photography and video shoot at which Online Consulting has agreed to take photographs.

Party means Client or Online Consulting.

Photograph includes proof photographs, print photographs, digital photographs, digital negatives and final photographs.

Services includes photography and video services.

2. General

- 2.1. These terms and conditions constitute the whole agreement between Clients and Online Consulting.
- 2.2. This agreement can only be varied by a Client and Online Consulting in writing.
- 2.3. A Client may accept these terms and conditions by:
 - (a) returning a signed copy of this agreement in electronic or hard copy form;
 - (b) using the services of Online Consulting services after being provided this agreement.
- 2.4. Online Consulting is not obliged to provide any services unless these are contained in the specification in Schedule 1.
- 2.5. Online Consulting may decline to provide services.
- 2.6. Online Consulting warrants that it will provide services in a professional and workmanlike manner.
- 2.7. Online Consulting will not be liable for any losses caused by a factor beyond its control.
- 2.8. The liability of Online Consulting is limited to the cost of its services or providing those services again, to the extent permitted by law.
- 2.9. Any term that is deemed unenforceable can be severed from this agreement and the remainder of this agreement will remain valid.
- 2.10. Online Consulting will make every reasonable effort to ensure services are delivered at estimated times however this cannot be guaranteed, as delays may be caused by factors beyond its control.
- 2.11. Online Consulting may engage other professionals or contractors to provide services to Clients, where Online Consulting determines it appropriate.
- 2.12. Online Consulting will advise Clients if other professionals or contractors are used to provide specialist services, such as lighting or sound.
- 2.13. All amounts are exclusive of GST unless stated otherwise.

3. Intellectual Property

- 3.1. Parties will retain intellectual property held prior to entering into this agreement.
- 3.2. Clients warrant that the photographs or videos commissioned will not breach intellectual property.
- 3.3. Online Consulting retains intellectual property in the photographs taken by Online Consulting.
- 3.4. Online Consulting retains the right to use, reproduce and alter photographs taken by Online Consulting for the purposes of advertising, promotion or public display.

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- 3.5. Online Consulting grants Clients the right to use and reproduce photographs purchased by Clients, however personal photographs can only be used for personal purposes, unless Online Consulting provides written consent to use personal photographs for commercial purposes.
- 3.6. Digital negatives provided to Clients for the selection of proofs are not the Clients' property.

4. Confidentiality

- 4.1. The parties agree not to disclose confidential information except if permitted by law or as agreed.
- 4.2. Online Consulting may disclose confidential information for the purposes of providing services to Clients, including to other professionals or contractors.
- 4.3. Online Consulting may use the Client's information for marketing purposes providing that it does not disclose a Client's identity or trade secrets.

5. Photography and video Services

- 5.1. The date, time and location of the event at which Online Consulting will take photographs for the Client is as set out in Schedule 1.
- 5.2. Clients are responsible for ensuring that Online Consulting are informed of all relevant event details.
- 5.3. Clients are responsible for assisting and cooperating with Online Consulting, as reasonably necessary, to secure the photographs that Clients want during an event.
- 5.4. After the event Online Consulting will deliver proof photographs to the Client on the device specified by the client, by the date specified in Schedule 1.
- 5.5. The Client will provide Online Consulting with a list of the proofs they wish to have turned into final photographs within 7 days of receiving the proof photographs.
- 5.6. For each proof listed, the Client will specify the required number and format of final photographs.
- 5.7. The available formats and prices for final photographs are specified in Schedule 2.

6. Fees

Deposit

- 6.1. Clients are required to pay Online Consulting a deposit 7 days before an event.
- 6.2. The deposit amount is set out in Schedule 1.
- 6.3. If a Client cancels an event, Online Consulting may retain the deposit, unless the cancellation has been caused by something that is out of the client's control, such as weather.

Services

- 6.4. The fee for the photography and video services to be supplied by Online Consulting is set out in Schedule 1.
- 6.5. The Client shall pay Online Consulting the fees set out in Schedule 1 within 14 days after an event.
- 6.6. The deposit paid will be deducted from the fees payable for photography and video services.

Photographs

- 6.7. Fees for final photographs are as set out in Schedule 2.
- 6.8. Online Consulting may charge additional fees for variations to the formats of photos in Schedule 2.
- 6.9. The fees payable for final photographs will be based on the specifications provided by the Client.
- 6.10. The fees for final photographs are payable by the Client within 14 days of delivery of proofs.
- 6.11. Online Consulting will provide the minimum or maximum number of proof photographs specified in Schedule 1.

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Additional Work

- 6.12. Additional fees are payable for additional work, at the hourly rate set out in Schedule 1.
- 6.13. Additional photography and video and video fees may become payable when:
 - (a) a Client requires additional work or services which were not agreed upon;
 - (b) work needs to be done which was not anticipated;
 - (c) a Client requires additional photographs or changes that significantly increase the work.
- 6.14. Online Consulting will consult a Client before charging any additional fees to those in Schedule 1.
- 6.15. Online Consulting will account to Clients for any additional fees, with invoices or receipts.
- 6.16. The balance of payment for services will become due and payable upon request if a Client fails to provide information, content or assistance necessary to complete services within 14 days of request.
- 6.17. Expenses such as travel, postage, long distance telephone calls, parking and meal costs incurred in the course of performing services are additional to the agreed fee.
- 6.18. The Client will reimburse Online Consulting for its reasonable expenses.

EXECUTED by Client in accordance with relevant law:

Name of Organisation

Name of Person / Director

Signature of Person / Director

Name of Director / Secretary

Signature of Director / Secretary

Date

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SCHEDULE 2 | FINAL PHOTOGRAPH FORMATS AND PRICES

Item 1 Business Photographs	
Format	Price Per Unit
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Item 2 Personal Photographs	
Format	Price Per Unit
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Additional information