



MELBOURNE PHOTOGRAPHY

General Terms and Conditions. Remember that these may not all apply in every situation and are subject to change, depending on the job at hand.

The terms listed below shall be deemed as a contract between you ("The Client") and Melbourne Photography Pty Ltd ("Melbourne Photography" or "The Photographer") and no variation or modification of this contract shall be effective, unless agreed to by both parties in writing.

Booking - The Client must provide Melbourne Photography with a creative brief outlining the specific job requirements, a contact name, phone number, email address and site access details for a booking.

Cancellation - We require at least 48 hours notice if you wish to reschedule the date/time of your booking. Failure to give required notice will result in a 20% charge being made to cover costs. If a shoot is postponed due to weather or other circumstances, Melbourne Photography reserves the right to charge any expenses related to the cancelled shoot.

Payment Terms - Full payment is required prior to the delivery of high-resolution images. Our preferred method of payment is via direct transfer. We use stripe for credit card payments (VISA, MasterCard, American Express) with a 1.75% surcharge. Once proof of payment is received, your images will be sent. Established clients may apply for credit terms of 7 days from invoice date. If payments are not received within 7 days after the invoice is sent, a request for an extension must be supplied in writing to info@melbourne-photography.com.au stating the terms of extension. Late payments will be billed \$20.00/month handling fee plus 2%/month interest if payment is not made within the terms agreed at the time of order.

GST - Amounts are exclusive of the photography fee and are itemised separately on the invoice.

Photographer - The Photographer will arrive on time and follow the instructions supplied using professional photographic equipment. The work will be carried out in a friendly, safe and professional manner. The Photographer will report directly to the contact person regarding any changes to the brief. Every attempt will be made to comply with The Client's wishes and understands that the photographic coverage will be as The Photographer's professional expertise determines. The Client is responsible for sending an authorized representative to the shoot. If no representative is present, The Client must accept The Photographer's judgment as to the execution of the Image(s). Breaks are required for bookings of more than 5 hours. A minimum fee applies to all bookings outlined in the description of the invoice or quote. If the allocated time is reached, an additional hourly rate of \$220/hr+gst will apply. On occasions and without notice it may be necessary for the photographer originally specified to be substituted by another photographer, (e.g. due to ill health). We will notify The Client of any changes of photographer as soon as possible, however unless a particular photographer is specified as condition of the booking, it will not affect the booking.

Travel - Any jobs within 30km of Melbourne CBD are inclusive of the photography fee. Any jobs further than 30km are charged with an additional travel fee and will be itemised on the quote.

Parking - Up to \$20 of parking fees are inclusive of location jobs. Anything above this amount will be included in the invoice as additional fees at cost price. For CBD parking, the 1st hour is charged at \$35/hr and all day \$70/day.

Mobile Studio kit - For jobs on location where a mobile studio kit is required, an additional \$220/day +GST will apply (minimum hire is one day). Mobile studio kit is only required for location product photography and some event photography eg media wall. The kit includes studio lights, soft boxes, product table where required. Background paper rolls are additional and are charged at cost. For corporate portraits, the mobile studio kit is included in the minimum fee.

Edit - All photos require some standard alterations and basic adjustments including cropping, sharpening and output. This is included in the costing of the agreed fee. Edit does not include skin retouching, hair removal, fixing manufacturers defaults (such as incorrect colour of garments, broken or scratched products). We are able to offer an additional digital manipulation service if required at an editing rate of \$110/hour+GST. This is only applied at The Client's request and a cost estimate can be provided. RAW files are not supplied to the client. Output and file naming specifications are required prior to the shoot.

Licensing and Copyright - The Client understands and agrees that it is not buying the Image(s) but is paying only for a license to use the Image(s). The term of license begins from the date Melbourne Photography receives full payment of invoice. The Photographer maintains copyright on the images. The Client has unlimited licensing rights to the images. The Client may use the images for what ever they want for as long as they want for their business, but is not permitted to on sell the images to a third party (stock photos). Melbourne Photography may use the images for promotional purposes to enhance the company profile unless otherwise agreed in writing. Melbourne Photography is not responsible for obtaining model, property, trademark, or other releases in connection with any Image(s) unless specifically stated by The Client. It is The Client's responsibility to obtain the necessary permissions for any Image uses that require a release.

Instagram sharing – Melbourne Photography likes to share the photos they take on social media. If you have a particular release date that you would like us to adhere to please let us know.

Web gallery - A web gallery link will be sent to The Client on completion of the job. This link will be available for up to 12 months. Only people with access to that link can view the images.

File delivery - On completion of the job, The Client will be sent a download link within 3-5 business days via FTP (Digital Pigeon) with a folder ready to download. This folder will be available for download via this link for 12 days. Urgent delivery requests for images or an image may attract a surcharge. We advise you to back up your images. If you require an additional upload of the folder, an image-handling fee will apply of \$35 +GST.

Insurance - Melbourne Photography Pty Ltd has insurance with AIS Insurance Brokers for public liability of up to \$20,000,000. Insurance documents are available on request.

Back up - Melbourne Photography have an extensive back up system including local RAID backup, cloud backup and our own offsite backup. We make every effort to safeguard the photos we take on The Client's behalf, and make them available for a period of at least 12 months (subject to image-handling terms mentioned above).

Quality Assurance & Feedback - We love feedback and will implement it where possible. Please share your praise and constructive feedback directly to us. If you are not completely happy with your images or our service, please raise your concerns in writing and every attempt will be made to sort out any queries. In the rare event that you are still not happy with our service and a re-shoot is not an option, you will not be charged. Under this circumstance the license rights are removed from The Client. The Client must delete their copies of the images, and is not licensed to use them for any purpose.

Please contact us if you have any questions regarding the terms and conditions and we look forward to working with you on your project.

Regards,
Pauline Langmead – Director of Melbourne Photography- 2018