

TERM AND CONDITIONS FOR PRIVATE, COMMERCIAL AND CORPORATE SHOOTS

ENTIRE AGREEMENT :

This agreement has been freely negotiated and contains the entire understanding between Gary White Photography, his studio, workshop, licensees, assignees or attendees (hereafter "Studio") to arrange and complete a photographic session, processing of images as well as goods and products (hereafter photograph(s)) on behalf of 'insert client name' (hereafter Client). The Studio hereby agrees to perform photographic Services for the Client at the Event specified in a professional, work person like manner according to the prevailing standards in the industry ("Services"). This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed and signed by both parties hereto. If a provision of this contract is waived by agreement between the parties, no other provision is also waived. Likewise, if any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

BOOKING FEE / DEPOSIT :

Is a non-refundable fee (applied toward the total fee for the Services and will be set out in the Payment Schedule). Due upon execution of this agreement, at which time the Studio commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events). Remaining payments of the balance due for the Services shall be made as set out in the Payment Schedule. In the event that Client fails to remit payment as specified, the Studio shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned Booking Fee), to attend the Event or to supply photographs. The Booking Fee may be transferable according to availability of the Studio. The Studio retains the right of discretion for transferal bookings. No photographs will be taken until the Booking Fee and this Signed Contact are complete. In the event of a cancellation by the Client the Booking Fee will be forfeited.

COLLECTIONS :

A set number of digital files/photographs/negatives will be professionally selected and edited according to the client's package preferences at the time of booking. Images will be provided in colour and black and white as non-water marked JPEGs. Saved as high resolution at 300dpi sRGB format and are suitable for commercial,

social media and printing purposes. Delivered via a download facility, or on a Client purchased USB or hard drive. RAW files are not for sale.

FULL PAYMENT :

The Client has read and understands the Studio's price list, which has been confirmed for their assignment and on payment of the Booking Fee. The Client also understands that they must place any additional orders within seven (7) days after their gallery is presented. Full payment must be received before the release of any digital or print media.

REMINDER EMAILS :

Reminder emails will be automatically sent as a courtesy.

TIME SCHEDULE :

The Client agrees to make every effort to cooperate in order for the Studio to fulfil its contracted photographic duty. The details and times from part of this agreement. The Client acknowledges the studio cannot accept responsibility for the 'extent' of the photographic coverage if these details are incorrect or if the client does not to follow the agreed to schedule.

LATE ARRIVALS :

Arriving late will have the amount of time late deducted from the time allotted. There will be no compensation for the time deducted due to late arrival of the Client.

SAFETY :

If the Studio is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts, the Studio reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving. In such event, the Studio shall not be obligated to refund any of the fees paid by Client because of such action.

CHANGES :

The Studio must be notified immediately of any changes in schedule or location, at least 7 Days in advance of the scheduled date. If Client notifies the Studio by phone, a written (i.e. email) confirmation must be sent within 2 days of such notification. If the date changes, and notice is not given the period specified above, then the Studio shall be entitled to the retainer amount as liquidated damages for having to reschedule. The retainer amount will need to be repaid upon booking the new date, subject to the Studios availability.

CANCELLATION :

No refund is given for Services cancelled. Upon acceptance of these terms and payment of the booking fee, the Studio shall commit to shoot on the specified date and shall make no other reservations for that time period. If the Client cancels entirely, the Studio shall not be required to repay any of the payments made by Client. Any fees paid will be absolved to compensate for the loss of business from not being able to re-book a new Client into that date. If the Client fails to show for the agreed time and date, the booking fee shall be forfeited. If the Studio is unable to perform to the guide lines of this contract due to a fire or other casualty, act of God, act of terrorism, or other cause beyond the control of the parties, or due to a grave illness; and if the Studio is unable to provide another photographer, then all fees paid by the Client will be returned in full, and the Studio shall have no further liability with respect to the agreement. If the Studio is unable to perform to the obligations in this contract for reasons outside the sole control of the photographer, they will not be liable for costs in excess of the amount the Client has paid.

UNFORESEEN WEATHER :

If at any time the weather becomes too difficult to shoot outside (i.e. very heavy rain, hail or lightening) the Studio will recommence in an indoor space as long as it is safe to do so.

COVERAGE :

The Studio is not responsible for the impact on the final product of any interference caused by guests or other people. The Studio will make every effort to obtain, but cannot guarantee delivery of, any specific images requested by Client because of Studio's lack of control over the surrounding, community, people, weather, and any rules or restrictions of the venue. Any lists supplied by the Client will be used for organizational purposes only. The Studio retains the right of discretion and professional judgment to select which photographs to deliver. No other photographs will be made available to the client. The Studio is not responsible for the quality of images affected by weather restrictions, bad lighting, children who are not wanting to participate or other issues beyond the appropriate control of the studio.

INDEMNIFICATION :

The Client hereby acknowledges that Studio may be limited by the guidelines or rules of venue, and to hold Studio harmless for the impact such restrictions may have on the final product. The Studio shall be held harmless for any and all injury to Client during the course shoot and the immediately surroundings. In the unlikely event that the Studio is injured or becomes too ill to attend the photo session responsibility and liability is limited to the return of the booking fee.

LIMIT OF LIABILITY :

The Studios entire liability for any claim, loss, damage or injury arising under or relating to this agreement is limited to the fees paid by the Client for the Services. In no event shall the Studio be liable for special, incidental, consequential or punitive damages even if the Client informs the Studio of circumstances that would arise to such damages. The studio shall carry out this assignment with due and professional diligence. Elements beyond the Studio's control may include faulty material, equipment failure, damaged and exposed film, loss of film/photos/negatives/digital files in transit between the studio and professional laboratories employed by the Studio, loss or damage to film, negatives/digital files and proofs during processing and developing either by the Studio or professional laboratories employed by the studio. Industrial disputes, civil disturbances, or weather conditions may inhibit or prevent the studio completing in whole or in part this assignment. In this case the studio shall not be liable for its complete performance of the assignment. It is agreed that the liability of the Studio shall be limited to a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered. This Agreement shall immediately terminate, and the Client would hereby irrevocably release and discharge the studio from any and all claims and demands arising out of or in connection with the use of the images, including any claims based on defamation, copyright, privacy or right of publicity.

JURISDICTION :

The state and federal courts serving Queensland, Australia shall have exclusive jurisdiction over disputes arising from this Agreement, and both parties here to consent to the jurisdiction of such courts.

CHOICE OF LAW :

This Agreement shall be governed by the laws of the State of Queensland, notwithstanding its conflicts of law's provisions.

SOLICITORS FEES :

The prevailing party in any litigation or dispute involving this Agreement, or the Services performed there under, shall be entitled to recover reasonable solicitor's fees, costs, and expenses arising from such litigation or dispute from non-prevailing party.

ASSIGNMENT :

This Agreement may not be assigned.

ASSISTANT PHOTOGRAPHER :

The Studio may employ one or more assistants.

SUBSTITUTE PHOTOGRAPHER :

Should the nominated photographer not be available for any reason the Studio will notify the client of the change as soon as it is known. The Studio reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the photographer and does not constitute a breach of this agreement. The photographer warrants the substitute photographer to be of comparable quality and professionalism.

MEALS :

The Client shall arrange with the caterer for drinks and meals to be provided to the Studio including the assistant photographer (if applicable) if the shoot is over 5 hours.

EDITING :

Each image selected and individually edited. This includes exposure correction, adjustments to contrast, white balance, sharpening etc. Full retouching services to remove or correct images will be charged per image and on an individual retouching basis. This includes skin retouching, any alterations/shaping to the body, flyaway hairs, removal of elements from the scene etc. The images taken are there to capture a moment including the elements that are in the shot and will be edited accordingly. For retouching prices please enquire.

MODEL RELEASE :

The Client hereby agrees that Studio may reproduce, publish, exhibit, and otherwise use images from the shoot for instructional or marketing purposes without payment of any additional fee.

COPYRIGHT :

All photographs taken by the Studio at the Event, in whatever form, are copyright protected. The Studio therefore reserves all moral rights in works resulting from shoot and will have a perpetual, royalty fee license to use the images. The Studio will allow reproduction and publishing for personal use (eg. wall hangings at home, facebook, blogs), but any sales or publication for profit without the Studios written permission is a violation of federal copyright law. The Studio retains Copyright in all images taken. The client gives the same release on behalf of any other person who appears in the images. This clause shall survive the Term.

USE OF PHOTOGRAPHS :

The Client agrees and understands they have the right to use the photographs for corporate and personal use and must act in accordance with the print release. The photographs are not to be used by the Client, for competition purposes. The client does not have permission to sell photographs to third parties. Further, the client shall not authorize reproductions by non-purchasers. Additional prints and/or digital files may be purchased between third parties and the Studio with the permission of the Client. The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. The Client shall not copy, download, screen shot, or capture the photographs in any other fashion. The Client shall identify 'tag' and cite the photographer using the @garywhitephotography caption on all photographs uploaded to social media profiles and albums. The studio DOES NOT provide the client permission to remove watermarks, adjust, crop, resize or place filters on or over any photographs. Thank you for respecting the Studio's work.

STORAGE :

The negatives/digital files remain the property of the Studio and will be kept on file for as long as possible. The limit of liability extends to accidental loss of files and storage facilities. The Client may be able to negotiate with the Studio for release of the negatives/digital files.

DIGITAL FILES :

All digital collections will be delivered via download facility. Photographs are determined by the Studio. Any photographs thought to be substandard or in duplication may be edited out of the selection delivered to the client. Upon receipt of digital photographs, the client accepts all responsibility for archiving and protecting the photographs. The Studio highly recommends the Client back up all digital photographs onto one or more computer hard drives in order to prevent file corruption or loss due to deterioration of storage facilities. Should the client lose any or all digital files, additional copies will be available for purchase from the Studio. The Studio does not permanently archive image files. The studio is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or storage media that might result in an inability to read the supplied media. It is the Client's responsibility to make sure that digital photographs are saved and copied to new media as required.

PROTECTION OF DELIVERABLES / RETENTION OF FILES :

The Studio shall take all reasonable steps to protect the images that are recorded at the Event until such time as the files and or products are delivered to the Client.

Once delivered, the Studio shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

COMPLETION SCHEDULE :

Reasonable efforts will be made to supply the goods and services in accordance with any timeframes or specifications described herewith. Creative digital processing and printing can take time! From the capturing of any photographs the Client must expect an approximate 6-8-week time schedule (in some cases this may be longer) upon completion of the final session, whichever comes later. The Studio always promotes a high quality of work and will never compromise product quality in order to get the Clients photographs ready in a quicker timeframe. The Client should place orders with sufficient time to allow for normal delays and notify Studio at the time of the order if there are any extenuating circumstances requiring a quicker turn around. Express editing services are available and applied to expedited digital and product requests. The Studio shall not be held responsible for delivery delays due to the fault of third-party manufacturing laboratories and/or delivery services.

ADDITIONAL BOOKING COSTS :

Any additional costs incurred for booking venues, photography locations, additional props etc are the Clients responsibility and may be invoiced unless paid for separately.

ADDITIONAL ORDERS :

There is no obligation nor minimum spend for additional items. However, all orders must be placed by the client within 7 days. The Client will pay all reasonable freight and postage requested by the Studio. All orders must be confirmed in writing and accompanied by full payment unless prior arrangement with the Studio has been made. Telephone orders require written confirmation with payment before the order can be processed. All orders shall remain the property of the Studio until full payment has been made. Orders cannot be separated for collection unless paid for in full. Should the Client fail to pay and collect any order within fourteen (14) days of notification of completion, the order shall be in default and the Studio shall charge a default charge of 1.5% per month (18% annual rate) on the unpaid balance (minimum monthly charge of \$5.00). In addition, the client acknowledges that no future orders will be processed until the order is paid in full. Enlargements will carry the studio logo/signature. Due to the custom nature of photographic products, all product orders are final and cannot be changed, cancelled or refunded for any reason.

PRICE PROTECTION :

The Studio warrants all prices quoted for images are valid for a period of 6 Months. Orders placed after such period are subject to the Studios published pricing at the time of the orders' placement.

DELIVERY :

Printed works shall be delivered no later than 90 Days from the date of final Client approval. Australia major metropolitan areas receive free delivery, all other regions and international orders will incur an extra fee.

RUSH ORDERS :

Incur an extra 20% charge.

CUSTOM ART WORKS :

Please handle artwork with care, any damage to an art piece that has left the Studio is the responsibility of the client and there will be a fee to replace it. The Studio has no control over the environment in which the photographs are kept and that colour photographs, in common with all sensitised material and colour dyes, have limited life expectancy which is minimised when exposed to strong and prolonged sunlight, heat or fluorescent light sources. Photographs will last longer if displayed under low lighting conditions. As the photographs made by the Studio are manufactured with the finest materials currently available, the studio unconditionally guarantees them. If in your opinion any photograph made by the studio has lost its original colour, the Studio will replace the photograph for fifty per cent of the current selling price. The original photograph must be returned, and the reprinting charge paid in advance. This warranty will be valid for as long as the Studio has its possession the original files in a printable condition.

PRICES :

All prices are in Australian dollars and include all applicable fees and taxes, unless stated otherwise. Prices are subject to change without notice yet will be honoured at time of booking. The price quoted will be guaranteed for seven days otherwise the current price will be confirmed when the deposit on the order is paid. Any additional costs will be advised, and confirmation required before proceeding. The Client payment is instruction to supply the goods and services and their acceptance of the studio policies, terms and conditions.

TERM :

The term of this Agreement shall commence upon the execution of this Agreement, and shall terminate upon Studios delivery of the final, Client-approved album layout ("Album") to the Client, unless terminated earlier as provided herein.

I confirm that I have read and understood this contract, and I agree to enter into this contract with Gary White Photography