

Agreement for Photography Services from



ABN 98 091 870 811

Services to be provided:

Event Magnets <i>Including:</i> Customisation of magnet border designs Photography of guests during specified times Production of custom magnets Display of magnets at agreed venue	✓
Digital copy of images	✓

Our services are provided on the following terms and conditions:

1. Offer

We agree to provide the services to you as specified in this agreement. You acknowledge that the performance of some of the services may take place away from the event, at a later time.

2. Provision of services

Our aim is to always provide you with the services:

- (i) using reasonable care and skill;
- (ii) in compliance with commonly accepted practices and standards; and
- (iii) in compliance with New South Wales's laws and regulations in force at the time we are carry out the services.

3. Venue

Where services includes the production and supply of magnets, we require exclusive use of a clear, minimum area of 2 square metres at the venue along with reasonable access to and use of a standard power point with clean power supply of 240 volts. It is your responsibility to ensure that sufficient space and power supply is available at the venue to enable us to provide the services.

4. Consents and Privacy

It is your responsibility to ensure that all guests at the venue have provided their consent to be photographed and communicate to us any specific issues restricting our ability to photograph particular guests or in particular areas of the venue. We accept no liability and you indemnify us in relation to any claims for breach of privacy of any participant or guest of an event.

5. Price, estimates and payment

We charge for our photography services on a time and item basis. We charge for either each hour we spend in providing our services or per item we create as per the Services to be provided in this Agreement. Our fees, including GST, for performing the services are set out at time of booking online.

5.1 Payment for our services is to be made in two stages:

(a) the payment of a non-refundable deposit at the time of booking of \$300

(b) the payment of the remaining amount not less than 14 days prior to the date of the event. Final guest numbers are required at this time.

5.2 All amounts stated (whether orally or in writing) are inclusive of GST.

5.3 Booking of our services for the event is not confirmed until payment of the deposit is made in clear funds.

5.4 If you fail to pay the remaining amount in accordance with clause 5.1(b) then your booking will be cancelled and the deposit will be retained by us as a genuine estimate of the loss occasioned by us for late cancellations.

6. Cancellation of bookings

6.1 Cancellation of your booking by you at any time prior to the event but not less than fourteen (14) days prior, will result in the forfeiture of your deposit.

6.2 Cancellation of your booking by you up to and including seven (7) days prior to the event will result in forfeiture of fifty percent (50%) of the total fee for services, being a reasonable amount for our losses and costs, including any materials purchased by us in preparation for the event. If 50% of the fee for services has not been paid at the time of the late cancellation, then the balance of 50% of the fee for services becomes immediately due and payable by you.

6.3 Cancellation of your booking by us at any time prior to the event will only result in the refund of your deposit and any other amount paid under this agreement. We do not accept any liability for any loss occasioned by you, except to the extent of this refund of monies paid by you.

7. Exclusion and limitation of liability

7.1 We expressly exclude liability for situations and events outside of our reasonable control or were not reasonably foreseeable by us in the provision of our services.

7.2 You indemnify us from and against all claims arising from loss, damage, liability, injury to us, our employees or agents and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to us by you and/or any act or omission occurring at an event or venue.

7.3 We expressly exclude liability for any loss or damage suffered by you as a consequence of a breach by us of this agreement. Our liability for breach of this agreement is limited to the fee for services paid by you. In the event that any loss or damage suffered by you relates to your business activities or use of the venue for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this agreement.

8. Copyright

We reserve all intellectual property rights in all photographic images captured and produced by us in any form. You are granted a limited, non-exclusive licence to the images for your personal use only. You acknowledge that all images are our exclusive property and that you are expressly prohibited

from reproducing or selling images, selling supplied magnets, using or entering images in competitions, advertising or dealing with either images or magnets in a commercial manner without our prior written consent.

9. Amendments

No amendment may be made to the terms of this agreement unless agreed in writing between the parties.

10. Law and jurisdiction

This agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.