



Agreement to our photographic services, terms and conditions

Thanks for booking with Magnetic Shots, payment is considered agreement to our services under the terms and conditions below.

We won't vary or waive these terms in full or part, without further written request from you, the client, and written agreement from us, Magnetic Shots.

What does my payment secure?

Your payment secures our photo services and deliverables as per the packages detailed in the Online Booking Form and your Quote. Travel, parking and additional expenses are charged separately.

How is payment made?

If you are booking our photo magnet services only:

Payment is made over three stages; to secure your date, to cover expenses incurred in the lead up to the booking and final payment as per below:

- \$300 non-refundable Initial Booking Fee (and any Travel Costs) at time of submitting Online Booking Form. ***This confirms your booking and will secure a team for your event in our calendar and counts towards your total payment. Your booking is not confirmed until this payment is received.***
- Further payment of 50% of the fee, less Initial Booking Fee, is due 90 days prior to event
- Final payment of the remaining fee balance is due 14 days prior to the event.
- Extending the event duration on the day of the event may incur a higher service rate.

If you are booking our photography or videography services for your business or event:

Payment is made in stages:

- 50% Initial Booking Fee (and any Travel Costs) at time of accepting Quote. ***This confirms your booking and will secure a team for your event and counts towards your total payment. Your booking is not confirmed until this payment is received.***
- If the total fee is more than \$1000, a further payment of 25% of the fee, less Initial Booking Fee, is due 30 days prior to event
- Final payment of the remaining fee balance is due on delivery of your images and first draft of video.
- Extending the event duration on the day of the event may incur a higher service rate.

Failure to pay fees may result in cancellation of your booking or interest charged to your account at a rate of 10% from the payment due date.

Travel costs, parking and additional expenses

You are responsible for travel, parking or additional expenses incurred by the Magnetic Shots team in addition to the photographic fees. If your booking will likely include costs other than parking such as flights or accommodation, you will receive a quote for travel costs with your enquiry or Quote. Travel must be paid at the time of submitting the online booking form and the Initial Booking Fee or the booking will be cancelled.



Parking must be supplied for our team as we will be bringing in our kit. If you can't provide complimentary parking we will include additional charges in your final invoice.

Any requests that require Magnetic Shots to incur additional costs must be approved by us and such expenses shall be paid by you.

Meals and breaks

So we can stay focused on photographing at your event please provide a meal for each Magnetic Shots crew member if you are booking a package of 3 hours or more. The meals will need to come to us or in the main event location so we can stay on task but don't worry we will keep our breaks discreet and quick, timed to your event schedule.

What if my event is cancelled or postponed?

Charges apply if you cancel Magnetic Shots photography services and deliverables. The Initial Booking Fee and 50% of fees if between 120-91 days prior to your event, or 100% of the fees if within 90 days. Travel cancellations are subject to the terms and conditions of the travel providers.

All postponement requests and notifications of cancellation must be provided to us in writing.

If you postpone your event, your package price will increase to the current prices that we are offering to new bookings.

If you postpone your event and a new date is mutually agreed upon, any fees paid will be transferred to the new event booking, subject to our availability.

How quickly can I get my photos or video?

Magnets are supplied during the event, unless arranged otherwise per Quote.

You will receive your digital still photos in high-res jpeg files.

An Initial Video Edit (EX1) will be sent for your review. We request you send through prior to the filming, any logos, graphics or animations that are to be included in your video edit. This will speed up the delivery of your EX1.

All deliverables will be emailed via a Magnetic Shots link within 28 days of the last event day (except public holidays).

We don't supply RAW photo files.

Edits are kept simple and are inclusive in the price

Our editing encompasses colour grading and cropping of all selected images for the client.

You can make one round of requests for minor edits after viewing the jpeg files or initial Video Edit (EX1) prior to final delivery of your items.

Please email us with a request to edit jpegs clearly detailing requested changes for each image. If requesting changes to your EX1 video, please supply time stamps where possible and send all changes in one email.



Additional Advanced Editing is an additional cost

Additional editing may be requested and a fee will be quoted upon request and must be accepted prior to any work being carried out. Advanced editing or retouching includes: individual removal of pimples, sunburn, scars, double chins or distracting elements. Merging elements of different images is considered advanced editing.

Are you happy with the results?

If you are happy with your images we love a shout-out on our socials! If not please let us know within seven (7) days, otherwise we will assume you are happy and delivery is accepted. If your photos are delivered in accordance with our agreement and to our quality technical standards, acceptance is considered agreed.

Sometimes we may use fabulous non-identifying images for royalty-free inclusion in the Hunter Valley Stock Library owned by us.

Make sure you store your images upon delivery, as we do not reliably keep or store images or related materials for more than 30 days after delivery.

What logistics are needed at the event?

If you are in a public space, you need to ensure you have obtained all permissions and permits and paid any relevant fees.

In some locations or venues, the movement of photographers or the use of flash is restricted or in extreme cases prevent the taking of photographs at all. You need be aware of any restrictions and inform Magnetic Shots prior to the event.

You also need to let us know prior to the event of any guests, businesses, presenters or others that do not wish to have their photo or video captured.

If you are seeking written permission from people to be photographed, this is your responsibility to obtain. We will work with you to make this process as easy as possible, and we can include in our Quote the cost of an additional Magnetic Shots team member to help obtain written permissions during the booking.

Magnetic Shots Dress Code

Our team have a dress code and some garments display our logo. We generally stick to black and white clothing and comfy shoes made for working on your feet. This means that your guests or other service providers can easily identify us, though we blend in easily with your crowd. We are happy to meet safety standards with high vis or boots, as long as we have advanced notice. Talk to us if you have any particular dress requirements and we will see if they can be accommodated, but understand if we can't always meet your requests.

Special requirements for Magnet Making

To set up for magnet production we need exclusive use of a minimum 2m square, undercover space. Access to and use of a standard power point with a clean 240 volt power supply is required. Without this we cannot provide our services so please check with your venue prior to booking. Please ensure there is a safe area to store our photographic equipment and storage boxes while we photograph your event or business.



Please remember to provide a table or flat space for the printed magnet display as well as any props.

Provide us with your event schedule

The smooth running of the event depends on great planning. We will seek to understand your event schedule and plan our services in consultation with you. You will need to provide us with a detailed schedule of events, times and locations. If these change, let us know as soon as possible but no later than 7 days prior to the event. We rely on your communication to provide us with accurate details. If you haven't done so, and this results in us not being able to deliver our services, Magnetic Shots cannot be held responsible.

Please introduce us to any other service providers and ensure there is clear communication of timing of all services. We are well experienced working with coordinators or others and will give our full cooperation to make this event a success.

We may request that you attend a planning meeting so we can build a thorough Photography Brief. Please ensure yourself, a planner that you have hired or your client can attend so we have all the information and details required to make it run smoothly when we are onsite with you.

Keep it a fun, safe and incident free event

It goes without saying that we all want to work in a respectful and professional space. We will treat you and your guests in our most professional and respectful manner and ask that you and your guests do the same to our team.

If things get rowdy or hectic, we will reconsider completion of the event and no abusive behaviour will be tolerated. Conduct that interferes with our services may adversely affect the quality and/or quantity of your images.

If our photographic equipment is intentionally or unintentionally damaged or under threat, we will most likely leave the event. In this case, no refund will be given. You will be responsible for the costs of any repair or replacement of any equipment damage.

We will carry out the services with due and professional diligence. However, elements that are beyond our control include, without limitation, interruption of our services due to guest photographers, faulty material, equipment failure or damage or loss of digital files.

Magnetic Shots Style, Intellectual Property, and Confidentiality

Magnetic Shots is made up of a team of talented, unique photographers and assistants. We will do our best to choose a team we feel is most appropriate for your event and guests. We can not guarantee any specific team and may make last minute substitutions where required.

We understand you picked Magnetic Shots for our distinctive style. This style is always evolving and due to the artistic nature of our work, images we supply to you may be different from those provided to other clients. You are reassured that our expertise and judgement will take into account your wishes and circumstances, we often bring fresh ideas or simply adapt to the weather or feel of the day.



All right, title and interest (including copyright) in the images created pursuant to this agreement shall be owned and controlled by Magnetic Shots.

You acknowledge that any Proofs, unedited images or EX1 of a video are provided solely for review for the purpose of selecting the final images. You shall not be entitled to store, use, reproduce or exploit the proofs and must delete the proofs after selecting the images for final delivery.

Upon full payment of the fees, Magnetic Shots grants you a perpetual, non-exclusive, royalty free licence to use the images for personal or company use. We require any third parties credit Magnetic Shots as the photographer when publishing or sharing the images. This includes, but is not limited to newspapers, online blogs, magazines, websites and any promotional items.

You, your representatives or your guests are not entitled to commercially exploit or sell the images without the express written permission of Magnetic Shots.

Unless disclosure is required by law or for the purpose of seeking financial or legal advice or if such confidential information is in the public domain, you and Magnetic Shots agree not to make any statement or provide to any unauthorised person any information relating to the other party. Both parties will keep confidential the terms of this agreement and related quote and all matters which are by their nature confidential, or which the party should reasonably know to be confidential or which have otherwise been indicated as being confidential.

The fine print

Warranties, Limitation of Liability and Indemnity

Both parties promise and warrant that each respectively:

- a. has (and will retain) full power and authority to enter this Agreement and to comply with the terms of this Agreement; and
- b. will do all further things and execute all further documents as reasonably required by the other party to give full effect to the terms of this Agreement.

The Client acknowledges and agrees that Magnetic Shots will not be liable for any damage to property, personal injury or death which may occur during the event and the Client hereby indemnifies Magnetic Shots against all claims, losses, liabilities, damages and costs (including legal costs) arising out of or in connection with the event, Services or Deliverables.

In the unlikely event that a Magnetic Shots photographer is injured, ill, or has an emergency that prevents them from photographing the event, Magnetic Shots will make every effort to secure a replacement photographer. If a suitable replacement is not found, the Client agrees that responsibility and liability of Magnetic Shots is limited to the return of Fees received for the Event.

Magnetic Shots takes the utmost care with respect to exposure, storage, and processing the images, but cannot and does not, guarantee that photographs/images of the Event will not be lost, stolen, or destroyed for reasons within or beyond Magnetic Shots control. Client agrees that responsibility and liability of Magnetic Shots is limited to the return of Fees received for the Event.

Termination



Magnetic Shots may terminate this Agreement by notice in writing to the Client:

- a. at any time, by repaying the Fees actually received by Magnetic Shots from the Client;
- b. immediately, if the Client materially breaches this Agreement in a manner which cannot be rectified; or
- c. the Client materially breaches this Agreement in a manner which can be rectified, but the Client fails to rectify that breach within 7 days of receiving written notice specifying details of the breach.

The Client may terminate this Agreement by giving written notice to Magnetic Shots at any time, subject to the terms of cancellation or postponement referred above.