

## TERMS OF TRADE

### What we do

1. We undertake professional photography of a personal and a corporate nature.
2. We provide colour correction services.
3. We can undertake photography at our custom made studio and we will travel to the location of your choice.
4. The ownership and thus all intellectual property, including copyright, of the photographs taken, whether images by negatives or digital files, that we undertake for portraits and weddings is held by us. We may offer that ownership to you at some time in the future.
5. The ownership and thus all intellectual property, including copyright, of the photographs taken, whether images by negatives or digital files, that we undertake for our commercial clients is held by us until such time as we receive payment in full for our services. Upon receipt of payment ownership of the photographs taken transfers to you subject to our right to utilise the images for our own promotional purposes unless otherwise agreed in writing.

### Price of Goods and Services

6. The price of any prints and photography services we supply to you will be, at our sole discretion:
  - 6.1 Our current price at the date of delivery of the goods and services, or
  - 6.2 The price as quoted to you. Any quote will be binding on us provided that you will accept our quote within thirty (30) days or such shorter period as specified by us.
7. Our invoices will include the prescribed amount of Goods and Services Tax.
8. We do require deposits to be paid on confirmation of our attendance being required for non-commercial functions, for example: weddings; graduations; and birthdays etcetera, in the sum of \$250.00.
9. We charge a sitting fee of \$250 for portraiture photography and a fee for each print purchased as a result of the sitting.
10. We attach price lists which are specific and current for the various types of photography that we undertake and which details various packages we offer to you.

### Invoices – Commercial

11. For commercial photography we will send you our on completion of each project undertaken and we require payment within fourteen dates after the date of the invoice sent to you.
12. If you are late paying our invoice, we may charge you interest at the rate of 5 per cent above the 90 day bill rate from the 14<sup>th</sup> day after the date of the invoice sent to you. Any interest will accrue until the date our invoice is paid in full.
13. If our invoice remains unpaid after the 10<sup>th</sup> day of the month following the month our invoice is due, we may choose, at our sole discretion, to commence legal proceedings against you to recover the full and true costs of collection of our invoices including such costs as may be incurred on a solicitor client basis, and all costs relating to collection of any debt owed by you to us.
14. If you are in breach of any of your obligations to us, including your obligations relating to payment of our invoices, we may suspend or terminate the supply of any goods and services to you. We will not be liable for any loss or damage you may suffer because we have exercised our rights under this clause.

#### **Invoices – Non-Commercial**

15. We require payment of our booking fee deposit invoice at the time of confirmation of agreement to undertake function photography for you.
16. We require payment of our sitting fee invoice at the conclusion of the sitting.
17. We require payment of invoice for the production and supply of any prints to you at the time of collection of the same or within 14 days of ordering prints whichever is the earlier subject to any amendments of this term in writing.
18. Should you order prints from us but fail to collect the same we shall forward our invoice for the prints to you and seek payment of our invoice within 14 days of the date of the invoice.
19. If you are late paying our invoice, we may charge you interest at the rate of 5 per cent above the 90 day bill rate from the 14<sup>th</sup> day after the date of the invoice sent to you. Any interest will accrue until the date our invoice is paid in full.
20. If our invoice remains unpaid after the 10<sup>th</sup> day of the month following the month our invoice is due, we may choose, at our sole discretion, to commence legal proceedings against you to recover the full and true costs of collection of our invoices including such costs as may be incurred on a solicitor client basis, and all costs relating to collection of any debt owed by you to us.

#### **Our Suggestions to You -**

21. We suggest that you do not display prints in direct sunlight.

22. We suggest that you always ensure prints are properly mounted or framed.
23. We suggest that should you have canvas prints that you are mindful that the prints should only be cleaned by wiping down with a damp (not soaking wet) soft lint free cloth. Please do not use cleaning products no matter what other people may tell you.
24. Whilst we do our best to keep back-ups of digital image files we do not warrant that we are keeping your particular files.
25. Commercial customers especially should ensure that you keep your own back-ups and tracking of digital image files that we have provided for you.
26. If you are dissatisfied with your images that we have provided for any reasons please advise immediately. For commercial customers we will re-shoot within 14 days if necessary if we receive your written advice noting any reasonable dissatisfaction within seven days of our provision to you of proofs or prints. However, please note that any dissatisfaction must be reasonable and must be our fault in some tangible way. Despite our confidence in our ability to provide to you photography with unique style and flair we are not magicians.
27. For commercial sittings it is extremely helpful to us to be advised of any particular expectations or ideas in regard to lighten or angles that you may prefer. The helpfulness of this advice decreases exponentially the closer we are to undertaking the photography.
28. We require all work provided to you to be picked up by you at your arrangement unless specific arrangements are made with us, except for commercial work which we shall courier or post.

### **General**

29. If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.
30. All sums payable by you shall be made in full without set-off or counterclaim and, except to the extent required by law, free and clear of any deduction on account of tax or otherwise.

### **If things go wrong**

31. If you are dissatisfied with our services, **please contact us**. We will do our best to resolved matters satisfactorily.
32. Either of us may suspend our obligations under these terms of trade if either of us is unable to perform as a direct result of a Force Majeure Event. Any such

suspension of performance must be limited to the period during which the Force Majeure Event continues.

33. If you are concerned that you may not be able to pay our invoice by its due date, **please contact us**. We may be able to come to an arrangement that is satisfactory to us both.

Please sign here as evidence that you accept our terms and conditions of providing photographic services to you.

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