

Mel Waite Photography Standard Terms and Conditions –

Family Photography

THE CLIENT

1. I/we authorise the Studio to arrange the photography in accordance with the details overleaf. I/we are satisfied that these details are correct and I/we understand there is a three working day cooling-off period from the date of the signing this contract before the photography is commenced and for any orders placed.
2. The Shoot Fee is not refundable but may be transferable.
3. I/we have received, read and understand the Studio's price list, which has been confirmed for our assignment on payment of the deposit/ shoot fee provided I/we order within seven (14) days after the assignment.
4. The booking of and any additional costs incurred for booking venues, photography locations, additional props etc are our responsibility or may be invoiced unless paid for separately.
5. I/we hereby give permission for Mel Waite Photography to use my/our name/s and photographic likeness in all forms and media for advertising, trade, promotional and any other lawful purposes such as promotion and marketing material.
6. The details and times listed here from part of this agreement and I/we agreed to make every effort to cooperate in order for the Studio to fulfil its contracted photographic duty. I/we acknowledge the Studio cannot accept responsibility for the 'extent' of the photographic coverage if these details are incorrect or if I/we chose not to follow the agreed to schedule.
7. To avoid disruption to the photographic coverage and to allow the Studio to fulfil its contracted duty; other photography by family/friends at this time is not permitted.
8. I/we agree the copyright in all Photographic Works, in whatever form, resulting from the Booking remains the property of the Studio. The Studio does not accept commissions to create Photographic Works. These terms override section 21 (3) of the Copyright Act 1994.
9. I/ we give permission to the Studio to use any image of our sitting for industry competitions and as required subsequent usage and for reasonable general promotional advertising for the Studio. The usage for any other purpose is to be renegotiated between the parties and requires specific permission by us.
10. As the Studio owns the Copyright, I/we agree not to copy, cause to be copied or allow anyone else to copy, photocopy, laser copy or computer scan these images. To do so is in breach of this agreement. I/we will use these photographs as agreed and understand they may not be copied or reproduced unless written approval is granted by the Studio. The Studio will allow reproduction and publishing for personal use (eg. wall hangings at home, facebook, blogs) only when digital copies are included as part of the final purchase, but any sale or publication for profit without Photographer's express written permission is a violation of the Studios rights.
11. I/we acknowledges that all image selection and editing decisions are at the sole discretion of the Studio and agree that if Digital images are included in the final

package I/we will not alter the Finished Digital Images in anyway, this includes but is not limited to the addition of filters and the cropping of images beyond what is reasonable for specific purposes.

12. The digital files remain the property of the Studio and will be kept on file a period of 6months for re-orders. Regarding re-ordering photographs, I/we also understand:
13. Orders must be placed within 14 days, otherwise prices current at the time of ordering will apply and I/we will pay all reasonable freight and postage that I/we request
14. All orders must be confirmed in writing and accompanied by full payment unless prior arrangement with the Studio had been made. Telephone orders require written confirmation with payment before the order can be processed.
15. 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.
16. Should I/we 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, I/ we acknowledge that no future orders will be processed until the Order is paid in full.
17. Enlargements will carry the studio logo/signature.
18. The Studio has no control over the environment in which the photographs are kept and that photographs, in common with all sensitized material and dyes, have limited life expectancy which is minimized when exposed to strong and prolonged sunlight, heat or fluorescent light sources or prolonged exposure to other extreme conditions, including but not limited to moisture. Photographs will last longer if displayed under better lighting conditions.

THE STUDIO

1. The price quoted will be guaranteed when the shoot fee/deposit is paid. Any additional costs will be advised and confirmation required before proceeding.
2. 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 color, 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.
3. The Studio shall take all reasonable steps to protect the images that are are created as part of the Booking until such time as the Order is delivered to Client and for a period of not less than 6 months after the date of the original shoot. After such time the Studio shall have no further obligation to preserve the images created as a result of the Booking, regardless of the form of media in which they are stored or was included in the Order.

4. The Studio shall carry out this assignment with due and professional diligence. Elements beyond the Studio's control include faulty material, equipment failure, damaged and exposed film, loss of photos/digital files in transit between the Studio and professional laboratories employed by the Studio, loss or damage to digital files during processing and developing either by the Studio or professional laboratories employed by the Studio, industrial disputes, civil disturbances, or weather conditions which 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 be a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered.