

# INSIDEMYBUSINESS

## Photography | Terms and Conditions

### DEFINITIONS

"The Photographer" means Inside My Business and its respective successors and permitted assignees.

"The Client" is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party); or whose premises are being photographed.

"Photographs" means all photographic material furnished by the Photographer; whether transparencies, negatives, prints, digital files, virtual tour, or any other type of physical or electronic material.

"Virtual Tour" refers to a 360° Panoramic Virtual Tour of a client's business/location.

### FINAL IMAGES RENDERED TO CLIENT

Client has reviewed portfolio images and accepts image composition quality and the documentary and artistic value of images photographed by the Photographer or those working the behalf of the Photographer and accepts the results on an as is basis.

The Photographer will charge 100% of his fees, charges, and expenses on any reshoot requested by the Client. The Client shall hold the Photographer harmless in any disputes arising from these issues.

### COPYRIGHT

The photographs produced by the Photographer are protected by Copyright Law and may not be reproduced in any manner without the Photographer's written permission.

The copyright of the Photographs is owned by and retained by the Photographer at all times throughout the World. The Client also agrees that the Photographer is the sole author and owner of the Photographs.

### PAYMENTS, FEES AND CHARGES

The Client shall pay all expenses referred to within the contract or quotation. The Client shall pay invoices upon receipt unless otherwise specified in writing, with agreement from the Photographer. There will be additional charges for any additional services and costs rendered or incurred for performance. Additional charges will be invoiced to the Client. All assignments where the total cost estimate exceeds \$5000.00 require payment 50% of the Fees before commencement. Full payment is otherwise required within 30 days of receipt of the relevant invoice.

There will be a 1.5% late payment charge on amounts due and unpaid within ten (10) days of the due date of the invoice. On all amounts thereafter due and unpaid there will be a 1.5% per month interest charge, accruing daily, until the amount due is paid in full, not to exceed the maximum amount permissible by law.

### LICENCE TO USE

The Client shall have the right to use the Photographs only in the media, within the territory, for the period, and with exclusivity as set out in the contract or licence agreement. If no period is defined, the default period will be 2 years. Any extended usage must be with the written consent of the Photographer and will be subject to a further fee. The Licence cannot be transferred without the Photographer's written consent.

No use may be made of the Photographs until payment in full is received, without the express written permission of the Photographer.

### ALTERATION

No alteration or manipulation of the Photographs may be made without the permission of the Photographer.

### EXHIBITION

The Client grants the Photographer permission to display selected images resulting from this assignment as an example of the Photographer's work and release all claims to profits that may arise from use of images.

### RIGHT TO CREDIT

The Photographer's name shall be exhibited in reasonable proximity to all published reproductions of the Photographs unless otherwise agreed in writing prior to commencement of work.

## **INDEMNITY**

The Photographer shall not be liable for any legal action, claims and/or damages resulting from or arising out of the publication of the Photographs or any other use by the Client.

The Client shall indemnify the Photographer against any claims and/or damages against him including reasonable counsel fees arising from the Client's use of the Photographs and the Photographer's use of the materials on the instructions of the Client.

## **LIMIT OF LIABILITY**

The Photographer takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that Photographs have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's liability is limited to the return of all payments received for the Photographs. The limit of liability for a partial loss of originals shall be a prorated amount of the Photographs lost based on the percentage of total number of originals.

## **CLIENT MATERIALS**

The Client accepts full responsibility for any materials they supply for use in the Photographs and that the materials so supplied are insured against loss, damage or liability.

## **CLIENT APPROVALS**

The Client is responsible for having its authorised representative present during all "shooting" phases of the Virtual Tour to approve the Photographer's interpretation of the Virtual Tour. If no representative is present, the Photographer's interpretation shall be accepted.

The Client shall be bound by all approvals and job changes made by the Client's representatives. Unless a rejection fee has been agreed in advance there is no right of rejection.

## **THIRD PARTY PUBLISHERS**

Google Terms of Service. The Client agrees that the uploading, processing, and use of the Photographs will be governed by Google's standard online terms of service for such Photographs as set forth at Google Street View | Trusted program.

Google reserves the right to change and alter the guidelines of the Google Street View | Trusted program at any time. The Photographer is not responsible for any future changes to the published photographs or Google Street View | Trusted program.

The Client hereby authorises the Photographer to upload the Photographs to Google on the Client's behalf. The Photographer is not responsible for any work on or for the Client's website, SEM, SEO, advertising, marketing, social media, Google+, Place, or Google My Business pages, presence on, or relationship with Google.

## **CANCELLATION AND POSTPONEMENTS**

The Client is responsible for payment of all expenses incurred up to the time of the cancellation. In addition, the Photographer shall at his discretion be entitled to charge a cancellation fee equal to 30% of the Photographer's fees.

If notice or cancellation is given less than 48 hours before the shoot date, the Client will be charged 100% of the Photographer's fees.

Weather Postponements: Unless otherwise agreed, the Client will be charged 100% of the fee if the postponement is due to weather conditions on location, and 30% of the fee if postponement occurs before departure to the location.

## **ARCHIVING DATA**

The Photographs are an original work. The Photographer will not specifically archive copies of the Photographs unless agreed to prior to commencement of work. Each photograph is unique and does not have an exact duplicate, and may be impossible to replace or recreate.

## **PRIVACY AND CONFIDENTIALITY**

The Photographer will keep confidential and will not disclose to any third party or make use of material or information communicated in confidence to him for the purposes of photography except as may be reasonably necessary to carry out the work.

## **ENTIRE AGREEMENT**

This agreement is the entire agreement between the parties with respect to the subject matter and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. If the parties want to waive one provision of this agreement it does not mean that any other provision is also waived.

## **APPLICABLE LAW**

This Agreement is governed by the laws of New South Wales, Australia.