

INSIDEMYBUSINESS

Photography | Terms and Conditions

1. Definitions

1.1 **The Photographer:** Refers to Inside My Business, including its successors and permitted assignees.

1.2 **The Client:** The individual or organisation to whom the invoice is addressed or whose premises are being photographed.

1.3 **Photographs:** All photographic material provided by the Photographer, including transparencies, negatives, prints, digital files, virtual tours, or any other type of material.

1.4 **Virtual Tour:** A 360° Panoramic Virtual Tour of a client's business/location.

2. Final Images Rendered to Client

2.1 The Client has reviewed portfolio images and accepts the quality and value of images provided by the Photographer.

2.2 Any reshoot requested by the Client will incur 100% of the Photographer's fees, charges, and expenses.

2.3 The Client holds the Photographer harmless in disputes arising from image quality or composition issues.

3. Copyright

3.1 The photographs produced are protected by Copyright Law and cannot be reproduced without written permission from the Photographer.

3.2 The Photographer retains copyright ownership of the Photographs at all times worldwide.

3.3 The Photographer is recognised as the sole author and owner of the Photographs.

4. Payments, Fees, and Charges

4.1 The Client must pay all expenses as specified in the contract or quotation.

4.2 Invoices are payable upon receipt, within 14 days, or unless otherwise agreed in writing.

4.3 Additional charges apply for extra services and costs incurred during performance.

4.4 Assignments exceeding \$5,000 require a 50% upfront payment; full payment is due within 30 days of invoice receipt.

4.5 Late payments incur a 1.5% charge per month until fully paid, not exceeding the legal maximum.

5. License to Use

5.1 The Client has usage rights for the Photographs for 10 years unless otherwise defined.

5.2 No use of Photographs is allowed until full payment is received, without the Photographer's express written permission.

6. Alteration

6.1 No alterations or manipulations of the Photographs are allowed without the Photographer's permission.

7. Exhibition

7.1 The Client grants the Photographer permission to display selected images for portfolio purposes and releases claims to any profits from such use.

8. Right to Credit

8.1 The Photographer's name (or 'Inside My Business') must be credited in reasonable proximity to all published reproductions of the Photographs unless otherwise agreed in writing.

9. Indemnity

9.1 The Photographer is not liable for legal actions, claims, or damages resulting from the Client's publication or use of the Photographs.

9.2 The Client indemnifies the Photographer against any claims or damages, including legal fees, arising from the Client's use of the Photographs.

10. Limit of Liability

10.1 The Photographer's liability for lost, stolen, or destroyed Photographs is limited to returning all payments received for the Photographs.

10.2 Partial loss liability is prorated based on the percentage of original Photographs lost.

11. Client Materials

11.1 The Client is responsible for insuring any materials they supply for use in the Photographs against loss, damage, or liability.

12. Client Approvals

12.1 The Client must have an authorised representative present during all "shooting" phases to approve the Photographer's interpretation.

12.2 If no representative is present, the Photographer's interpretation is accepted.

12.3 The Client is bound by all approvals and job changes made by their representatives.

13. Third-Party Publishers

13.1 The Client agrees that Google's standard terms of service govern the uploading, processing, and use of the Photographs.

13.2 The Photographer is not responsible for changes to Google's guidelines or any future changes to the published photographs.

13.3 The Client authorises the Photographer to upload the Photographs to Google on their behalf.

14. Cancellation and Postponements

14.1 The Client is responsible for all expenses incurred up to the time of cancellation.

14.2 The Photographer may charge a 30% cancellation fee for cancellations given less than 48 hours before the shoot date, or 100% of fees if less than 48 hours.

14.3 Weather postponements incur 100% of the fee if on location, and 30% if before departure.

15. Archiving Data

15.1 The Photographer will not specifically archive copies of the Photographs unless agreed upon beforehand.

15.2 Each photograph is unique and may be impossible to replace or recreate.

16. Privacy and Confidentiality

16.1 The Photographer will keep all materials and information communicated in confidence confidential and will not disclose or use them beyond what is necessary for the work.

17. Entire Agreement

17.1 This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

17.2 Waiving one provision does not mean any other provision is waived.

18. Applicable Law

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