Brand Netball - Photography Terms and Conditions

General

- 1.1 This Agreement is between Brand Netball (ABN 86491010995), hereinafter referred to as the ("Photographer") and the remaining parties to this agreement ("the Client").
- 1.2 The entire agreement between the Photographer and the Client is comprised by these Terms and Conditions, the Sponsorship Agreement contained within Annexure A, which may be amended from time to time, and it supersedes all prior and simultaneous agreements between the parties ("Terms").
- 1.3 The only way to change or add to this agreement is in writing, dated and signed by all the parties and annexed to this agreement.
- 1.4 By signing this agreement, the Client shall be deemed to have received, read, understood, and accepted these Terms, including the Sponsorship Agreement.

2. Bookings

Upon the parties signing this document, the Photographer will reserve the time(s) and date(s) agreed upon.

3. Cancellation

In the event that the Client cancels a requested booking before the session takes place, the Photographer agrees to refund all monies paid by the Client, less the fair market value for all services/products already provided by the Photographer and expenditures (for which receipts will be provided to the Client).

4. Pre-Event Consultation

The parties may agree to a pre-session consultation before a session date in order to finalise the specific shooting times and locations. This will occur at least four (4) weeks prior to the session date.

5. Session Co-operation

- 5.1 The parties agree to cooperate and communicate to achieve the best possible result. The Client will direct all other service providers to provide any needed information and cooperation to the Photographer (if applicable).
- 5.2 The Photographer is not responsible for individual's failure to be present or to cooperate during a photography session, or for missed images due to failure to provide appropriate directions to the Photographer.

6. Digital Negatives, Prints And Copyrights

- 6.1 The photographs, digital negatives, or prints produced by the Photographer are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicit written permission.
- 6.2 The Photographer may transfer limited and revocable copyright ownership of the images on the following conditions:

6.2.1 The negatives, digital images, digital files, and/or slides (collectively referred to as the "photographs") are the property of the Client for personal (non-commercial) use and for the purposes of the reproduction and distribution of photographs to their members and members' friends and relatives.

7. Photographer's Use

- 7.1 The Client hereby assigns and grants the Photographer (including its legal representatives) the irrevocable and unrestricted right to use and publish photographs of the Client's members, members' friends or relatives or in which the Client's members, members' friends or relatives may be included, for editorial, trade, advertising or any other purpose and in any manner and medium and to alter the same without restriction.
- 7.2 The Photographer may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose considered reasonable by the Photographer.

8. Release

The Client hereby releases the Photographer and its legal representatives and assigns from all claims and liability relating to the photographs.

9. Exclusivity / Guest Photography

It is understood that the Photographer will act as the sole and exclusive photographer for any team photos and booked sessions.

10. Subject Cooperation

10.1 If there is an unacceptable degree of misconduct, or conduct that results in damage to the equipment of the Photographer, it will result in the early or immediate departure of the Photographer for the session. In such an event, no refunds will be granted and the Client will be responsible for the costs of any repair or replacement of the equipment.

11. Completion Schedule

The printing process will start once the Photographer receives the order for the required photographs. Digital processing takes approximately three (3) weeks and posters five (5) weeks.

12. Photo Viewing

At the Client's request, (3) weeks after the relevant session, the Photographer will provide the Client with a showing of the photographs taken at the session for the Client to proof the photos. From this, the Client will promptly advise the Photographer of any spelling errors or incorrect team names to be rectified.

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13. Payments

The Client agrees that payment is due and payable on or before the day of the session.

14. Payment Details

14.1 Payment may be made in cash or via direct deposit prior to the session into the bank account:

15. Right Of Withdrawal

- 15.1 The Photographer's discovery of new information, changes to agreed circumstances, or other factors, which may circumvent its policies, may result in withdrawal from a booked session. Examples include non-cooperation, changes in locations, facilities or available times, missed appointments and late payments.
- 15.2 Should the Photographer initiate the withdrawal, all fees will be returned to the Client, excluding the fair market value for all services/products already provided by the Photographer.

16. Limit Of Liability

- 16.1 In the event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. The Photographer will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this document at the same/similar charge out. If such a situation should occur and a suitable replacement is not found, the Photographer's responsibility and liability is limited to the return of all payments received for the photography package.
- 16.2 The Photographer takes the utmost care with respect to exposure, transportation, and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of the Client's photographs being lost, stolen or destroyed for reasons within or beyond the Photographer control, the latter's liability is limited to the return of all payments received for the photography package.
- 16.3 The limit of liability shall not exceed the price stated within this agreement. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

17. Non-Guarantee

The Photographer will not be held responsible for any ruined photographs due to any cause outside of the Photographer's normal control.

18. **Performance**

The performance of this agreement by the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or any other conditions beyond the Photographer's control.

19. Severability

If any provision of this agreement is held to be invalid or unenforceable at law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

20. Amendments

This agreement has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated, and signed by the Client and the Photographer at the time of acceptance of this agreement shall be recognised as valid amendments.

26. Creative License

Photographs are edited at the Photographer's discretion, and delivered prints may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the Photographer's artistic standards.

I/We,		
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DATED the	day of	2015