

Brand Netball - Photography

Terms and Conditions

1. 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.

