

Please read the following terms and conditions prior to submitting the web booking form.

Your sending of the online booking form will be considered verification of your acceptance of these terms and conditions. An extra copy of this contract can be made available upon request.

Booking Conditions

ABN 58552705788

1. Definitions.

a. Photographer. The professional photographer employed (or contracted) by Keepsake Photography.

b. Client. The customer (individual or business) that has purchased and booked the services of Keepsake Photography.

2. Retainer and Payment. The Client shall pay a retainer in the amount of the session fee to the Photographer to perform the services specified herein. The client shall pay the retainer upon booking a session. This retainer is payable via cash, PayPal, or EFTPOS

3. Cancellation. If the Client shall cancel for any reason, the retainer (session booking fee) is non-refundable.

4. Rescheduling. Keepsake Photography requires 48 hours notice to reschedule a booking session.

5. Photographic Materials. All photographic materials, including but not limited to digital files, proofs and prints, shall be the exclusive property of the Photographer.

6. Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.

7. Client's Usage. The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer.

8. Model Release: The Client hereby grants Keepsake Photography and its licensees, legal representatives and assigns, the irrevocable and unrestricted right to use and publish photograph(s) and any other reproductions or adaptations there from either complete or in a part alone or in conjunction with any wording and/or drawings for all uses including publicity and/or merchandising and/or editorial purposes in any country.

Unless otherwise agreed the photograph(s) and any drawings or adaptations thereof shall be deemed to represent an imaginary person. No changes to the terms of this model release are accepted unless agreed in writing by Keepsake Photography, its licensees or assignees and legal representatives. The client declares no interest in the copyright to the photograph(s) and or any other reproductions or adaptations there from and no payment shall be made to the client. The

client hereby releases Keepsake Photography and its legal representatives and assigns from all claims and liability relation to said photographs.

As stated in condition 6 Copyright remains that of the photographer. Permission is given for negatives / files to be used to obtain reprints and enlargements. Where any of the photography material is published, whether in whole or part, online or in print, credit must be given to Wendy O'Sullivan/Keepsake Photography. Keepsake Photography may use images taken for promotional purposes via internet, print media and multimedia without compensation.

9. Failure to Perform. If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the retainer to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

10. Inherent Qualities. Client is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

11. Photographer's Standard Price List. The charges in this Agreement are based on the current session fee. The session fee and price list are adjusted periodically and future sessions shall be charged at the prices in effect at the time when the session is booked.

12. Limit of Liability: In the unlikely event that the Photographer is injured or becomes too ill to photograph the event, Keepsake Photography will make every effort to secure a replacement Photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Keepsake Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that the photographs have been lost, stolen, or destroyed for reasons within or beyond Keepsake Photography's control, Keepsake Photography liability is limited to the return of all payments received for the event package. 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.

13. Whilst every effort will be made to meet the minimum number of photographs in a package, the number of photographs may be less due to conditions outside of the control of the photographer such as and not limited to, weather, accidents and time constraints.

14. Miscellany. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of South Australia shall govern this Agreement.

We acknowledge the above and wish to book Keepsake Photography / Wendy O'Sullivan as stated on the online booking form.

www.keepsakephotography.com.au

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