

Terms and Conditions for Videography and Photography Services

1. Definitions

1.1 "Client" refers to the organisation hiring the videographer and photographer. 1.2 "Service Provider" refers to Rawshutterimages a sole trader providing videography and photography services. 1.3 "Footage" refers to all video recordings and related materials produced by the Service Provider during the course of the project. 1.4 "Photographs" refers to all photographic images and related materials produced by the Service Provider during the course of the project. 1.5 "Edited Product" refers to the final edited version of the footage and photographs delivered to the Client.

2. Services

2.1 The Service Provider agrees to provide videography and photography services as requested by the Client.

3. Payment

3.1 The Client agrees to pay the Service Provider the agreed-upon fee for the services rendered. 3.2 Payment terms and schedule will be outlined in the invoice provided by the Service Provider.

4. Ownership and Copyright

4.1 The Service Provider retains all copyright and ownership of the original footage and photographs, as per the Copyright Act 1968 (Cth). 4.2 The Client is granted ownership of the Edited Product. 4.3 The Client is granted a non-exclusive, non-transferable license to use the footage and photographs for the purposes agreed upon. 4.4 The Client may not sell, license, or distribute the footage and photographs to any third party without the prior written consent of the Service Provider. 4.5 Raw footage and unedited photographs will not be supplied to the Client.

5. Liability

5.1 The Service Provider will not be held liable for any indirect, incidental, or consequential damages arising from the use of the footage and photographs. 5.2 The Client agrees to indemnify and hold harmless the Service Provider from any claims, damages, or expenses arising from the use of the footage and photographs.

6. Termination

6.1 Either party may terminate this agreement with written notice if the other party breaches any material term of this agreement. 6.2 Upon termination, the Client agrees to return all footage, photographs, and related materials to the Service Provider.

7. Governing Law

7.1 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia.

8. Entire Agreement

8.1 This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.