



Blue Frog Photographer
Red Frog Photography

Master Photographer GBV



Google Street View
trusted

Birgit & Uwe Mertens
9 Reid Cres
Innisfail Estate QLD 4860
Mobile 0438 978 912
qld4810@gmail.com
<http://www.photographer.id.au>

Terms and Condition

If not contracted differently in your confirmation of order all off the following Terms and Condition apply.

1. Offer.

This offer is valid for Innisfail / Cassowary Coast area only.

This offer includes up to estimated hours on site work.

May additional costs will arise from the beginning of each extra hour on site work.

May additional costs will arise for additional travel (split shooting times throughout the day).

2. Payment.

Pre booking fee is 25% either into the bank account or cash, card

First payment: 25 % of price pre shooting either into the bank account or cash, card at venue

Last payment: 50 % of price pre delivery of final photos into the bank account, or cash, card

Before complete payment has been received all photos will contain watermarks and copyright

3. Cancellation fees.

Cancellation pre shooting 25%

Cancellation post arrival, pre, during, post shooting but prior post processing 50 %

Sorry no Cancellation post shooting and after post-processing

Cancellation must be: in writing prior to the event in a time frame that we have a chance to respond

Cancellation can be: done via email or phone but is only valid after our respond

Sorry, Cancellation via mobile phone message bank and via SMS is never a valid cancellation.

4. Cancellation fees for additional Service.

Cancellation fees for additional Service generally apply

Example: booking of hotel room, air plane, and equipment.

5. Photographic Materials.

All photographic materials, including but not limited to negatives, transparencies, proofs, digital files (including RAW, Tiff, JPEG), and previews shall be the exclusive property of the Photographer.

6. Exclusive Photographer.

The Photographer shall be the exclusive professional photographer retained by the Client for the purpose of photographing the event. Family and friends of the Client or other photographer are encouraged to photograph the event as long as they do not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.

Photo Cooperation: In the event that the family/guests are taking photos, We are not responsible for obstructed photos or photos ruined due to separate flashes going off or due to any other behaviour from guests. We are not responsible for obstructed or ruined photos due to activities by other vendors and venue staff.

7. Copyright and Reproductions or as per agreement.

The Photographer share the copyright in all images and photographic materials created with the client usage rights to digital files, such usage shall be for personal, non-commercial use only.

8. Display.

The Clients hereby allow the photographers to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the Clients. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it may not always be possible to prevent determined persons from accessing these galleries.

9. Client's Usage or as per agreement.

The Client is obtaining photos for contracted use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the event, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so. If Client purchases limited, non-exclusive usage rights to digital files, such usage shall be for personal, non-commercial use only.

10. 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 Photographer's illness, then the Photographer shall return the deposit 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 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.

11. Save, hazard free and friendly, harassment free work environment:

The Client has a duty to provide a working environment that is: "safe and hazard free without risks to health, and adequate as regards facilities and arrangements for the Photographer's welfare at work". The Client has a duty to provide a working environment that is: "friendly, free of harassment and complies with flawless behavioural standards in regards to the Photographer at work". The Photographer reserves the right to withdraw services if a safe, hazard free and friendly, harassment free working environment cannot be provided.

12. Photographer.

The Photographer may substitute another photographer to take the photographs only in the event of Photographer's illness. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. Blue Frog Photographer keeps client files for up for limited time the photography session, and is not liable for any claims. All client files may be deleted and backups will be purged after this period.

It is understood that Photographer is not responsible to fix photos to cover parts of your body that you do not wish to be seen in the photo, unless it was confirmed with the photographer in writing. It is understood that Photographer is not responsible to fix photos to cover parts or remove disturbed parts as power poll, transformer, building, animals, cars, people and other.

Make up to person or building and removing parts is an additional service.

Group photos. We do group photo shoots x times, however we are not responsible for the result and people's behaviour.

Replace faces and mix up the group photo is an additional service.

It is understood that it is clients responsibility to inform the Photographer by email and confirmation for any date or location changes (including but not limited to wedding dates, baby delivery for birth or hospital photography). We does is not liable for any claims for messages sent by mobile text messages or social network websites.

We will not be responsible for any failure or delay in providing services to you due to any events beyond our reasonable control including but not limited to acts of god or elements of nature (including fire, flood, earthquake, storm, hurricane or other casualty), war, civil commotion, labour disputes, strikes, government regulation or restriction.

INSURANCE

We are covered by a public liability insurance,

13. 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. Client is also aware that Photographer is not responsible for the quality of reprints made by the client.

All deliverable images as per contract will have image editing (including: light skin retouch, light and colour adjustments). Any extra edits requested by the client will cost the client \$x per image if accepted by the Photographer. extra image adjustments include (change the size of the body or parts of the body, replace parts of the body from another image, change the colour of parts of the body, extra skin retouch, replace or swap background). It is also understood that unless hair and makeup is included in the contract, Photographer is not responsible to fix hair or skin, or makeup problems.

Client accepts that all photographs will be taken and edited at the photographer's discretion based on the photographer's experience and artistic view. If the client has special requests shall create a "shot list" of all shots that they require.

The timeframe is the responsibility from client

14. Photographer's Standard Price List.

The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

15. Client's Originals.

If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for any dollar amount.

16. Arbitration.

All disputes arising under this Agreement shall be arbitrated in Innisfail, QLD, Australia. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$1,000.00 or less may be submitted without arbitration to any court having jurisdiction thereof. Client shall pay all arbitration and court costs, reasonable legal fees and expenses, and legal interest on any award or judgment in favour of the photographer.

17. 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. This Agreement shall be governed by the laws of the State QLD.

The photographer(s) will be allowed one 20 minutes break at their own discretion, and bathroom breaks when necessary. Each photographer will be provided a full guest meal for any photography session lasting longer than 5 hours. If no meal is provided, the photographer(s) reserves the right to go off-site for a meal for 45 minutes.

18. Reshoots.

Client will be charged 100 percent fee and expenses for any required reshoot requested by the Client, and be subject to all the terms and conditions of the Assignment Photography Contract (available on request).

19. Liability and PERSONAL ACCIDENT

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said person's own risk. The photographer cannot be held responsible for any personal accidents or incidents incurred.

Liability: It is client's responsibility to take care of the children, people and property; Blue Frog Photographer will not accept any responsibility due to any accident to children or damage to public or private properties during the photo shooting or consultation session.

The photographer shall not be liable for any legal action or damages from or arising out of the publication of the Photographs or other use by the Client.

All care and diligence will be exercised in the performance of the assignment/s and that liability is limited to monies paid only should mechanical failure, theft, accident, or any other mishap occur which prevents the fulfilment of this agreement.

20. Publication

The Client will get the preview photos before upload eg. Google Map/Street view for review and agreement.

We blur car plates and faces to comply with the privacy regulation. Post upload; all photos are Clients property and are responsible for any issues. The Client can manage uploaded photos by login in his Google account.

The Client is responsible to get the personal and property release and publish agreement from any parts or person or owner seen on the photo before publishing. The photographer shall not be liable for any legal action or damages from or arising out of the publication of the Photographs or other use by the Client.

21. Terms and Conditions.

The terms and conditions of this contract supercede any and all expressed or implied terms and conditions of client's purchase order, voucher or check (payment). Any exceptions of terms and conditions must be negotiated and stated herein as amendment(s). Client's signature constitutes binding contract.

I have read and understood the terms of this agreement. I understand that the terms of this agreement cannot be changed unless agreed by Blue Frog Photographer in writing and that this contract becomes effective immediately. I hereby agree to the terms of this agreement.