



KIAH LUCEY

Terms & Conditions

DEFINITIONS

+ 'We' and 'us' means Kiah Lucey Photography, its representatives and employees.

+ 'You' means the client, its representatives, agents and assigns and successors.

+ 'BUR' means Base Usage Rate and includes first use of the images as outlined in the Usage/Media section of our quote or Usage License.

+ 'Usage License' or 'License' means those rights licensed to the company, corporation, business or entity named on the License.

+ 'Image' or 'images', 'clip' or 'clips' means the photographic and video images produced by digital capture or film.

1 ACCEPTANCE

In commissioning our services you agree to our Terms and Conditions as outlined here.

2 QUOTATION

Estimates are valid for 14 days from the date of issue. Fees and expenses quoted are for the original job description and layouts only, and for the usage specified. Actual amounts are subject to a normal trade variance of 10%.

4 USAGE LICENSE

You may use the images for the Media, Territory and Duration outlined in the Usage License. Additional Usage will attract additional usage fees – we are happy to quote on this if this is required. The license is not transferable and the images may not be passed-on or on-sold to any third party or parties without written permission from Kiah Lucey Photography.

5 EXCLUSIVITY

Unless otherwise agreed upon in writing, the images are supplied on a non-exclusive basis. Kiah Lucey Photography, retains the right to use the images for self-promotion and may on-sell the images to third parties during the terms of your Usage License if it deems there is no conflict of interest with your usage requirements.

6 CANCELLATIONS & POSTPONEMENTS

A booking is considered firm as from the date of confirmation. If a confirmed booking is cancelled or postponed for reasons other than weather, we reserve the right to charge 50% of the Photography Pre-production fees and 100% of all direct costs incurred or due, including but not limited to, accommodation and travel expenses, props, equipment, studio and vehicle hire etc. If cancelled or postponed within 48 hours of the shoot date we reserve the right to charge 100% of the Photography & Pre-production fees and all costs incurred or due.

7 WEATHER DAYS

We reserve the right to charge 75% of all photography, pre-production, assistants and crew fees on any weather postponements or delays at our discretion (e.g; the shoot is postponed due to adverse weather experienced once on the shoot, preventing us from obtaining satisfactory shots to fulfill the client brief). 100% of all direct costs paid or due, such as accommodation and travel expenses, props, equipment, studio and vehicle hire etc will be charged.

8 INDEMNITY

Kiah Lucey Photography shall not be liable for any legal action, claim or damages resulting from or arising out of the use of, publication or distribution of the images. You agree to indemnify Kiah Lucey Photography against any claims and/or damages against us including any legal fees arising from the images.

9 CLIENT APPROVAL

You are responsible for having your authorised representative present during the shooting of the assignment to approve the photography. If no representative is present the photographers interpretation of the brief and resulting images shall be accepted. You shall be bound by all approvals and changes made by your representative. Approval of deliverables must be made within seven (7) days of delivery and/or full payment of invoice. Deliverables will otherwise be deemed approved and Kiah Lucey Photography reserves the right to charge additional Post-production fees.

10 RESHOOTS

If a reshoot is requested by the client, 100% of all original costs and fees, including photography will be charged.

11 TRAVEL

Each individual photoshoot session includes up to 50km of travel. Additional travel will incur a fee based on a \$0.80 per kilometre rate.

12 PAYMENTS & DEPOSITS

All prices are subject to GST unless otherwise indicated. If we have indicated on our quote that a deposit is required for pre-production, production expenses and to secure your booking, the deposit is to be paid in full before the shoot commences. A purchase order or signed estimate is required upon payment of the deposit. Full payment of our invoice is required within the payment terms outlined on the invoice. Usage and reproduction rights are not granted unless our invoice has been paid in full.

13 OVERTIME

If a shoot day extends beyond eight (8) consecutive hours, overtime for photography and crew may be charged at our discretion at a rate of one and one half (1.5) times the hourly rates or fees.