



**terms and conditions**

- 1 a non-refundable deposit of 50% is required to be paid at the time of booking to lock in the shoot, brief, duration, date and fee. payment can be made via electronic funds transfer or paypal (3% surcharge on paypal payments). remaining payment is required prior to, or on the day of, the shoot unless otherwise agreed with brent leideritz (photographer) at the time of booking.
- 2 it is required that you, the client, must read, understand, sign and return this document prior to the shoot. payment of the deposit will also indicate acceptance of all terms in this document.
- 3 a 25% cancellation fee applies to bookings cancelled with less than 7 days notice, 35% cancellation fee for less than 3 days notice and the full booking fee applies for bookings cancelled with less than 24 hours notice.
- 4 travel costs will be incurred if outside of adelaide metropolitan area at a rate of \$150+gst per hour, or part of, unless otherwise agreed with brent leideritz (photographer) at the time of booking.
- 5 copyright of all photographic images as taken and/or supplied (and the intellectual property, negatives or digital data pertaining to them) belongs to, and remains with, brent leideritz (photographer) unless agreed to and stated otherwise in writing with remuneration received in full. copyright ownership will also remain with brent leideritz (photographer) regardless of any claims made by agencies and/or clients in their terms and conditions, invoices and/or purchase orders.
- 6 photographic images are not for on-sale to any third-party by the client unless additional usage rights and/or permissions have been obtained in writing and remuneration received in full. where offers to purchase prints, digital files or photographic usage are made to the client, they must be redirected to brent leideritz (photographer).
- 7 in all instances, permission for use of an image, when granted, is non-transferable unless agreed to and stated in writing with remuneration received in full.
- 8 sub-licensing is not permitted, including absolutely no sales, no on-pass, in either commercial or editorial context, unless agreed to and stated in writing with remuneration received in full.
- 9 brent leideritz (photographer), and the photographic team involved in the production of all photographic image/s must be credited on all social media sites at all times, unless agreed otherwise in writing by brent leideritz (photographer).
- 10 brent leideritz (photographer), and/or the team involved in the shoot retain the right to use all images for portfolio and/or promotional purposes and no additional permission will be required from, or payment made to, the client at any stage.
- 11 brent leideritz (photographer) will notify the client of photographic image use and/or publication for their records, however no additional permission will be required from, or payment made to, the client at any stage, unless agreed upon at the time of booking.
- 12 final image supply will only occur once all required remuneration has been made in full, all images finalised to the accepted standard set by brent leideritz (photographer).
- 13 brent leideritz (photographer) may alter, distort, or digitally enhance images during the advanced post-production process.
- 14 in all instances, finalised images may not be edited, resized, cropped or modified in any way. if an unbranded or alternate version of any image is required, brent leideritz (photographer) must be contacted to supply the new variant correctly. additional remuneration may be required based on the graphic design rates listed in this document. if present upon supply, copyright and branding elements must remain on the finalised image at all times.
- 15 if finalised images are required in less than 14 days from shoot date an additional rush-rate surcharge of 25%, in less than 7 days from the shoot date an additional rush-rate surcharge of 50% and 2 days from the shoot date an additional rush-rate surcharge of 100%, will be required to be paid prior to the commencement of the photographic post-production.
- 16 if specialist makeup, hair styling, wardrobe styling, location scouting, studio hire, model scouting/hire and/or graphic design are required for any photographic shoot, please contact brent leideritz (photographer) as to these requirements and their associated costs.
- 17 all styling is deemed acceptable upon finalisation of the photoshoot, on the day of the shoot, and no further alteration will be made during the post-production process unless required by brent leideritz (photographer) or his team .
- 18 if prints and/or digital files are required for any finalised images, please refer to the print and/or digital file rates as outlined in this document, and notify brent leideritz (photographer) as to these requirements at the time of booking or as required.
- 19 if a specific location or specialist props are required, costs incurred will be quoted during the shoot pre-production and invoiced prior to shoot commencement.
- 20 all images taken will be stored and accessible up to and including 30 days from shoot date, however relevant files will be archived for future reference where possible. if archival retrieval is required a fee will be incurred as outlined in this document. there is no guarantee of image archive of final supplied images once they have been supplied to the client.

**client agreement**

i/we, (client), with good and valuable consideration give brent leideritz (photographer), and his: team; clients; legal representatives; successors; and all persons acting with his permission; irrevocable permission to use and/or publish photographic images (digital and/or print) of me/us, those i/ we represent, or in which i/we may be included in: whole; part; composite; distorted in form; or reproductions thereof: in colour; or otherwise; made through any media in his/their studio or elsewhere for artistic, commercial, or other lawful purposes unless agreed otherwise in writing by brent leideritz (photographer) at the time of the shoot.

he/they are further released from any claims for remuneration, associated with any form of damage, foreseen or unforeseen, associated with the proper artistic and/or commercial use of any photographic images created unless it can be shown that said reproduction was maliciously caused by he/them, produced and/or published for the sole purpose of subjecting the client to conspicuous ridicule, scandal, reproach, scorn and/or indignity.

i/we (client) acknowledge that: the photographic shoot will be conducted in a completely proper and professional manner; i/we have the right to refuse to do anything that might endanger me/us, cause me/us harm or compromise my/our brand/integrity during the shoot; and this release is willingly signed, or accepted in full upon payment for photographic services. i/we (client) certify that i/we am/ are not a minor and i/we am/are free and able to give such consent.

this agreement outlines the terms, conditions and usage rights in relation to all photographic image/s taken during the shoot. it cannot be modified or changed without doing so in writing to and only when agreed upon by brent leideritz (photographer).

this agreement can be terminated by brent leideritz (photographer) if: due remuneration is not paid in full; any terms of this agreement are breached and not rectified within 14 days of written notification from brent leideritz (photographer); and/or if the granted usage rights owner declares bankrupt and goes into administration/receivership. if terminated then: all due remuneration must be paid in full, and all rights automatically return to brent leideritz (photographer).

failure to follow this agreement and all terms and conditions mentioned in this agreement may lead to prosecution and/or forfeit of all monetary gains made by the incorrect or illegal use of the image/s in question.

i/we (client) have read and understood the terms and conditions and agree that acceptance of these terms and conditions are irrevocable upon signature of this document.

\_\_\_\_\_  
name (please print full name)

\_\_\_\_\_  
alias (please print alias if required)

\_\_\_\_\_  
representing (please print company/agency name if required)

email \_\_\_\_\_

phone \_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

please tick this box if you wish this agreement to cover all previous and/or future photographic shoots with brent leideritz.