



## TERMS & CONDITIONS

*In the following terms & conditions "the photographer" shall mean Richard Greenland or associate photographer working with RJ Stunning Photography / Droned Out.*

*"The clients" shall be those persons defined in the request for the photo / virtual tours / video shoot. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.*

### **1. COPYRIGHT**

i. The copyright Acts assign the copyright of the photographs / virtual tours / videos to the photographer.

ii. Once the client(s) have fully paid for the photographs / video taken for them as part of the agreement between the client(s) and photographer, the client has full rights to use and reproduce all photographs / video taken for them.

iii. For virtual tours, once the client(s) have fully paid for any virtual tours that have been created for them as part of the agreement between the client(s) and photographer, the client has full rights to use and display any virtual tours created for them, however the client cannot copy or reproduce the virtual tour using any of the 360 photos taken by the photographer, unless this is agreed in writing between the client(s) and photographer.

### **2. DISPLAY**

i. The photographer may use any photographs / virtual tours / videos covered by this contract for the purpose to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.



### ***3. CREATIVE LICENSE AND COVERAGE***

i. Photographs/virtual tours /video taken during the course of the photo/video shoot will be at the discretion of the photographer although every effort will be made to comply with the client's requirements.

ii. For a booking at certain sites, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the photo/virtual tour/video shoot may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

iii. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter slightly throughout a set of photographs/video.

iv. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

### ***4. FORCE MAJEURE***

i. In the very unlikely event of cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid.



## 5. PAYMENT

i. To secure the booking, the following amounts are payable before the photographer will attend onsite.

ii. If the total cost amount of the photo/virtual tour/video shoot package is less than or equal to \$300.00, the total amount is payable to secure a booking. If greater than \$300.00, a 40% fee of the contract amount or \$300.00 whichever is the greater will confirm your booking, as well as full acceptance of these terms and conditions. The booking fee will be deducted from the final cost of the client's photo/virtual tour/video shoot package.

iii. If the photo/video shoot is outside the local area, 100km from Strathalbyn S.A or interstate, than the full amount of the contract is payable 5 business days before the photographer attends onsite.

iv. All bookings are based on a single visit, unless the booking is for a multiple visit as part of the contract. E.g. day plus twilight/night shoot.

v. When the photographer attends onsite, if the client is not ready for the photographer to conduct or complete the photoshoot / virtual tour / video and the client requires the photographer to re-attend, for local area a re-attend fee of \$80.00 plus any travel costs will be payable by the client. For outside the local area, 100km from Strathalbyn S.A or interstate, a re-attend fee of \$300.00 plus any travel costs will be payable by the client.

vi. Payment in full of any remaining balance will be due before the client can download or distribute any photos or videos, or display any virtual tours produced by the photographer as part of this contract.

vii. Any additional items required/ordered must be paid for in full at the time of ordering.



## **6. DRONE FOOTAGE**

i. Flying a drone has a number of restrictions. We fully comply with all restrictions from CASA (Civil Aviation Safety Authority), and these cannot be altered. The following is a base list. Full rules can be found on [CASA website](#).

ia. We cannot fly drones closer than 30m to or directly over any person.

ib. We cannot fly drones near, over or above people in a populous area; such as a crowded beach, public park, large gathering etc.

ic. We cannot fly a drone at night.

id. The maximum height we can fly a drone is 120m.

ii. We may not be able to fly a drone due to weather conditions, such as strong winds and rain. If in the local area, 100km from Strathalbyn S.A, and the contract includes drone footage and we are unable to fly due to weather conditions, we will reschedule were possible. If it's not possible to reschedule, all monies paid by the client relating to the drone footage, will be refunded. If outside the local area, greater then 100km from Strathalbyn S.A partial monies paid by the client relating to the drone footage, will be refunded, less travel costs.

## **7. VIRTUAL TOURS /360 DEGREE PHOTOS**

i. 360 degree photos are multiple photos taken at a single location during the same period. This group of photos are then joined together using software to produce a single file.

ii. For Drone footage, due to the limitations of the software and some small movement that may be present during the 360 degree photo shoot, slight distortions may be visible where some photos are joined. This may be highlighted more where straight lines exist. Such as column's, roof lines etc.



## **8. PROPERTY PHOTOGRAPHY/VIRTUAL TOURS/VIDEO**

i. We won't move any items within or outside the property. All photos/virtual tours/video will display the property as it has been prepared.

ii. We are not able to remove any items from photos/virtual tours/video, in post-processing, such as.

- o Stains.
- o Visible damage of any type, including cracks.
- o Power lines.
- o Trees.
- o Cars\trucks etc.
- o Obtrusive objects from neighbouring properties.

## **9. DIGITAL FILES**

i. All digital content (photo files) will remain on the photographer's cloud based storage, which the client can access, for a period of 60 days after the photographer has notified the client that they are ready to be downloaded. Virtual tours/**360 degree photos** will be hosted for either 180 or 360 days, depending on what has been agreed to. 180 days is the default. After this time the photos/virtual tours will be removed from the online storage. An offline copy will be retained by the photographer for a period of 12 months after the photo/virtual tour/video shoot. If the client needs access to these offline files, a fee may be charged.

ii. Due to the size of video files, these may not be available online. If these are not available online, the photographer will deliver a physical copy to the client.

iii. Should the digital files under the control of the photographers be lost, damaged or destroyed for reasons beyond control of the photographers, liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received by the client. Which includes any files that the client has downloaded.



## ***10. ON THE DAY***

i. The photographer will be the sole professional photographer at the site specified. The time spent, and the images taken by the photographer will depend on what has been agreed to with the client before the shoot. Please refer to section 3 of this agreement for exceptions.

ii. During the shoot if the client requests extra images or video that is outside the original contract, an extra fee will be payable by the client. This will need to be agreed between the photographer and client before any extra images are taken.

## ***11. PERSONAL ACCIDENT***

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

## ***12. CANCELLATION FEES***

i. If the client cancels or wants to reschedule the contracted photo/video shoot, a notice period of 5 business days is required in writing. (Via Email)

ii. If the notice period from the client is 5 business days or greater than the clients booking fee will be refunded in full, or held as a deposit against another time.

iii. If the notice period is less than 5 business days the client agrees to forfeit all monies paid, unless agreed otherwise with the photographer.



### ***13. DELIVERY***

i. The photographer will endeavour to deliver digital files as quickly as possible. The initial Photos/virtual tours will usually be available for the client to view within 2-3 business days of the photo shoot. However this will depend on the size of the photoshoot.

ii. Rush delivery of 24hrs after the photoshoot is available if requested by the client and the photographer has agreed to this.

iii. Video delivery times will depend on what is required and how many changes the client wants.