

Photography Booking Form



BRISBANE EVENT PHOTOGRAPHER

Hello there!

We are so excited you have chosen us as your photographers!

To ensure your Event Photography runs smoothly, please complete the questions below regarding your Photo Shoot.

Only applicable sections need to be completed. At the end of the questions you will find the Terms and Conditions. **Please read these carefully** before signing and return the forms as soon as possible.

Should you not have finalised all items simply write TBA and please re-send the updated form one month before your Photo Shoot date.

Should you have any queries regarding these questions and/or the Terms and Conditions, please feel free to email or call any time and we will be more than happy to help clarify.

See you soon!

Anna & Tim

Owners - Brisbane Event Photographer



The Details

1

What is your photoshoot day, date, and hours required?

2

Client details:

Full Name:

Mobile & work phone number:

Email Address:

Postal Address:

3

Photoshoot details:

Location Address:

Start and Finish times:

Additional Information (parking etc):

The Details Continued

4

Names of important guests to be included in photoshoot:

5

Emergency Contact Details or On-site Contact:

Full Name:

Mobile & work phone number:

Email address:

6

Add-On Services:

☐ Second Photographer P.O.A

☐ On-site editing @ \$100 per hour

☐ USB \$60

☐ 24 hour turnaround \$200 for 50 images

☐ Travel Fee P.O.A

7

Payment Methods:

Preferred

☐ Direct Deposit

☐ Credit Card

☐ Cash

☐ Cheque

About Your Shoot

8

Feel free to jot down just a few ideas, outlines of images you would like us to endeavour to achieve on your photoshoot. You might like to write some times below so we're in the right spot at the right time for photos. You can email through a run sheet for your Event.

9

Will you be having a media wall, photo wall or light up numbers with balloons?
This tells us what camera equipment to pack.

☐ YES

☐ NO

Details:

10

Will you be have a theme at your event or a dress code?
We don't want to accidentally wear orange to a white dress code party again...

☐ YES

☐ NO

Details:

Terms and Conditions

Client Services Agreement

'You' and 'Your' refers to the Client - 'We' and 'Our' and 'Us' refers to the Photographer/s

1. This Client Services Agreement is entered into, and is effective as of the Agreement Date (as signed by the Client(s) on page 8) by and between Anna Osetroff & Tim Baker and the person(s) identified as the Client on pages 2 and 8 of this Agreement. If the signed Agreement is not submitted before receipt of payment then; by paying the Booking Fee you are agreeing to the date and times as listed on the invoice and accepting of all the Terms and Conditions laid out in this Client Services Agreement.

2. The term Photographer in this Agreement, means Anna Osetroff or Tim Baker and any other camera operator or stand-in Photographer whom may complete the Clients photo shoot due to any unforeseen circumstances that prevents the Clients original photographer from being able to cover the agreed shoot.

3. Accepted forms of payment: Cash, Cheque, Direct Deposit or Credit Card.

4. A non-refundable booking fee of 50% of your chosen package is due and payable within 14 days of the Agreement Date. The photo shoot date and times will only be secured upon receipt of payment.

5. The Client(s) agrees to pay the final 50% of the total package within 7 days of the Photo shoot date, this payment is non-refundable. Photographs will not be delivered until full payment and a signed booking form is received.

6. Online galleries and Photo USBs can be either collected or posted upon receipt of final payment.

7. Alternate payment methods may be agreed upon by both parties prior to the photo shoot, this must be in writing under other payment method on page 3. Failure to make final payment will incur a late fee of 5% compounded monthly on all outstanding balances. It is the Client's responsibility to notify us in writing of any travel dates that may interfere with payments and delivery.

8. In the event that the Photographer/s are required to file legal action to collect Payments due from the Client under this Agreement, or to otherwise enforce this Agreement, then the Photographer shall be entitled to recover all costs and expenses incurred relating to such legal action.

9. This Agreement shall be construed according to the laws of the State of Queensland. Client acknowledges that this Agreement was entered into in Queensland, Australia and that the proper venue for any legal action related to this Agreement is in the Courts of Brisbane, Queensland, Australia.

10. In the event of cancellation, Client will forfeit any previous payments set forth in Sections 4 and 5. Cancellation means that the Photo shoot is cancelled by the Client and not rescheduled. If there is a Cancellation, the Photographer and Client agree that the Client shall forfeit any non-refundable Payments described in Sections 4, 5 and 7.

11. If there is a Postponement/Reschedule of the Photo shoot, the Client acknowledges that the Photographer may not be available for the new Photo shoot date and negotiation between the Photographer and Client must take place to find a mutually suitable alternate date. In the event a new Photo shoot date cannot be agreed upon, the Client shall forfeit any non-refundable Payments described in Sections 4, 5 and 7 above.

12. The Photographer takes the utmost care with respect to the image quality, security, post-production and delivery of all photographs. However, in the event that the Photographer fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the images, the Photographer's liability to Client shall be limited solely to a refund of money paid by Client to the Photographer, this is the Client's sole remedy.

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13. The Photographer and Client agree that Anna Osetroff and Tim Baker reserve the right to edit the Photographs to our discretion. All additional modifications will be quoted separately. The Client acknowledges and understands that due to the Photo-journalistic style of photography, specific images and/or images of all event attendees cannot be guaranteed. This will not be considered a breach of this agreement and shall not result in a refund. The Photographer shall not provide any other remedy to Client.
14. The Photographer will make all reasonable efforts to deliver images within 2 weeks of the Photo shoot date, but please allow up to 5 weeks during peak periods. Delayed Client payments will cause a delay in photo delivery.
15. Once the photographs are delivered to the Client, the Photographer shall assume no responsibility for storing the Images, and the Photographer shall not assume any liability if any portion of the Work is lost, stolen, damaged or otherwise unavailable to Client after delivery. Client acknowledges that they are solely responsible for creating back-ups and archiving the images upon delivery. If we still have a copy of your Photos and you request a re-upload or new USB, the client agrees to pay \$150 for this re-delivery service if available.
16. If due to equipment malfunction or theft of equipment and Anna Osetroff, Tim Baker or Sub-contracted photographer cannot fulfill all requirements of this contract, we will compensate at our discretion solely by refund or credit a portion of the Agreement price.
17. In the unlikely circumstance of personal injury, illness, death, act of God or other reasons unforeseen and beyond our control, we are unable to complete an agreement, the Photographer will in good faith do their best to find replacement camera operator staff, if unable the Photographer will refund or credit money applicable to that part of the agreement not completed. The replacement photographer and second photographer working for Anna Osetroff will be covered by the Terms and Conditions of this Agreement. Should the Client be referred to another company, monies paid to Anna Osetroff will be refunded and Anna Osetroff shall not be liable for any damage or injury sustained by Client, if any such replacement photographic company retained by Client, fails in whole or in part, to perform the Photography.
18. Anna Osetroff cannot be held responsible for any Act of God that may impact on your photo shoot and/or various photographic opportunities for example unpredictable weather conditions, pandemic.
19. If, during the Assignment the Photographer is exposed to: (a) conditions which imperil or cause the Photographer to fear for their safety, or (b) objectionable or illegal acts to which the Photographer do not wish to be a party or witness, then the Photographer reserves the right to immediately protect the Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location(s), and/or terminating this Agreement. In such circumstances, the Photographer will not refund any Payments made by the Client. The Client shall indemnify the Photographers from any damage or injury that Photographer/s may sustain, arising from, or related to, any hazardous conditions which imperil or cause the Photographer/s to fear for their safety, while performing the Assignment. 'Assignment' refers to capturing of images during the Photo shoot.
20. Anna Osetroff and Tim Baker will hold copyright of the images and reserves the right to use freely any photography produced as a result of this Agreement. The Clients allow Us without compensation payment the usage for display, publications, website or promotional and competition purposes in perpetuity, unless otherwise requested in writing by the Client and agreed upon with the Photographer before signing this contract. Names of individuals and

Terms and Conditions

/or company names can be excluded upon request when we use your images for the above mentioned purposes to protect your privacy.

21. Moral Rights; These are separate from Copyright. As set out by the Australian Copyright Council, Photographers automatically have moral rights over photos they have taken. As a photographer we have the right to: be attributed as creator of the photos; take action if our work is falsely attributed; and take action if our work is distorted or treated in a way that is prejudicial to our honour or reputation.

22. Original digital files (also known as RAW files). The owner of a digital file is the person who created it which under this contract is the photographer who took the photograph. These original files will be protected under general property law and not copyright law. Digital files will remain the property of the photographer. We do not provide the Client with the raw original digital files.

23. The Client is responsible for model releases for persons (Adults and Children) whom appear in the photographs and photographic permissions of third parties, they shall be deemed to have consented to the Client the use of their name, image, or likeness for the Photographer as outlined in section 20. You should at least post a Notice of Photography that will be taking place at your Event to give people the option of not being photographed. If you are selling tickets to an Event you should state that Photographs will be taken into the terms of your ticket sales.

24. Brisbane Event Photographer shall be the sole professional photographer/s at your Event. Client acknowledges that the presence of other photographers, videographers or media outlets will adversely impact the ability of our Photographer/s to create the Images and as a result the work may fail to meet the standards represented by the Photographer/s in their portfolio and samples. We will not be responsible to edit these people out of the photos.

25. Additional hours of photography required on the day can be requested, price on application and subject to availability. Payment to be made within 7 days after the Photo shoot date before photo delivery.

26. Client agrees to research, apply for permits and/or pay for any fee required including but not limited to council, government or private property photographic permissions that a reserve, parkland or beach etc may require.

27. Venue parking, will be paid for by the Client in addition to the agreement costs, pre-paid vouchers acceptable.

28. The Photographer asks that the Clients before the Event, advise the venue management / owners of the photography that will be taking place. Our Photographers will not be held responsible for any lack of images due to co-operation or permission problems.

29. Should catering be provided at your event our Photographers request to be included. Bookings lasting longer than 4 hours must provide personal breaks, refreshments and a standard meal for our Photographer/s. If Anna is your photographer then a vegetarian meal (with a capsicum allergy) is requested.

27. The Client understands that print and/or album orders are final once the checkout is complete. No changes can be made after this point. The Client will be given up to two revisions/changes of their Album before printing. Prints and Albums can take up to 3 months from the order date to be delivered.

28. Parking must be provided close to the venue(s) due to unloading of equipment.

29. If the Australian Government laws change and prevent your Event from taking place then we will offer 1 free rescheduling to a new date or we will retain any payments made by you and hold as credit in our system for up to 12 months. Event credit may be used for family portraits or corporate promotional images.

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30. The Client has the right to freely use the images created under this Agreement in perpetuity for purposes such as; promotional, brochures, websites, social media, marketing and in print; for their business or amongst family and friends.

31. The Client may give our photos to Media outlets or Event Suppliers however we request a Photography credit note/link be given to Brisbane Event Photographer, Anna Osetroff or Tim Baker upon publication/use on the third parties social media or website as stated in clause 21.

32. The Client cannot sell our photographs to a third party without the Photographers permission for example; sell as stock images, to venues or speakers. If a third party wish to use photographs created under this agreement for profit then a separate contract will need to be drawn up between the photographer and the third party. For profit use means but is not limited to, in print, banners, signs, advertising. A third party will be defined as a person or business who is not the signed Client or Photographer/s.

33. The Client has read the terms and conditions of the agreement and agrees that the location and Photo shoot details are true and correct. The Client understands these terms are legally binding and agrees to be bound by the conditions of this Agreement. The Client must be over 18 years old to enter into this contract. If the Client is under 18 years of age a parent or legal guardian must co-sign this Agreement:

1

Date and Signature of Client 1:

Full Name:

2

Date and Signature of Client 2:

Full Name:

Please return completed forms via email scan to info@brisbaneeventphotographer.com.au or via post:

Anna Osetroff & Timothy Baker

138 Waterton Street

ANNERLEY BRISBANE QLD 4103

We look forward to working with you in the near future and thank you for the privilege of photographing your Event.