



Lightbulb Studio.

**Lightbulb Studio
Photography Agreement**

This Photography Agreement sets out how we will work together and we are confident that You will be happy with the terms of the agreement between us.

Between the Parties

You are the Client, and Your details are set out in the Proposal.

AND -

B Colley & N Colley t/as Lightbulb Studio (ABN: 19 388 269 512) of 5/1 Pire Street, Fyshwick, ACT 2609 (**Lightbulb Studio**).

Summary

- A. Lightbulb Studio specialises in government and lifestyle photography and video for portraits and commercial purposes (**Services**).
- B. This Photography Agreement governs Your relationship with Lightbulb Studio. By continuing to work with Lightbulb Studio after receiving this Photography Agreement, You agree to be bound by the terms and conditions set out below.
- C. This Photography Agreement is to be read in conjunction with the accompanying proposal document (**Proposal**), collectively these are referred to as the Agreement (**Agreement**).

The Parties agree as follows

1. The Engagement

- (a) Lightbulb Studio agrees to perform the Services for You as outlined in the Proposal, for the Fees, on the Date/s set out in the Proposal. Where no dates are included in the Proposal, the dates will be agreed between the parties in writing.
- (b) As part of the Services, Lightbulb Studio agrees to provide You with the Photographic Works outlined in the Proposal (**Photographic Works**).
- (c) Lightbulb Studio agrees to commence the Services on the agreed commencement date, either as set out in the Proposal or to be agreed between the parties, upon acceptance of the Proposal and this Agreement, and upon payment of any required deposit as set out in the Proposal and invoiced to You (**Deposit**).
- (d) The completion date will be as outlined in the Proposal, or as soon as reasonably practicable thereafter. If Lightbulb Studio foresees being unable to complete the Services by the Completion Date, it will inform You as soon as practicable prior to the Completion Date, and alternative arrangements will be made by Agreement of the Parties.

- (e) Unless otherwise outlined in the Proposal, you are required to obtain any permits or permissions that may be applicable, from time to time, from any government or other body, to enable attendance upon or at any venue including parks, private land, retail land, or other venue as required by You.

2. Fees and Payment

- (a) You agree to pay Lightbulb Studio the Fees set out in the Proposal, including the Deposit. The Deposit is non-refundable.
- (b) The Fees payable to Lightbulb Studio for performing the Services and to provide the Photographic Works may be adjusted from time to time as agreed by the Parties in writing (including email) on account of changes in the nature of the Services to be performed by Lightbulb Studio.
- (c) You agree to make Payment of the Fees upon receipt of invoices by Lightbulb Studio, and by the due date on each invoice. The final invoice will be issued prior to the release of the high-resolution Photographic Works gallery, and payment is required before these are released.
- (d) If payment is not made in full on the due date, Lightbulb Studio is entitled to charge you interest at the rate of 5% per annum, calculated daily.
- (e) You agree that if You default on any payments due and payable under this Agreement, any costs incurred by Lightbulb Studio for steps taken to enforce payment terms will be recoverable and payable by You, and Lightbulb Studio may cease the provision of the Services until all outstanding amounts are paid in full.
- (f) All amounts expressed and described on or in connection with this Agreement are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, exclusive amounts.
- (g) If you wish to pre-pay the full Fees (**Pre-Payment**), You acknowledge and agree that it is Your responsibility to provide a full and detailed brief to Lightbulb Studio, within a reasonable time after Pre-Payment is made and this timeframe will be determined by Lightbulb Studio.
- (h) A Pre-Payment fee is payable for all Pre-Payments and this will be discussed with you prior to a Pre-Payment being made (**Pre-Payment Fee**). You agree to pay the Pre-Payment Fee to Lightbulb Studio at the time of making the Pre-Payment.
- (i) You undertake and warrant that if you don't provide a detailed brief to Lightbulb Studio when requested, You agree to hold Lightbulb Studio harmless from any claims, damages, or dissatisfaction arising from differences between Your expectations and the final delivered Photographic Works.

3. Exclusions

You acknowledge and agree that, unless otherwise outlined in the Proposal, the Services exclude the following:

- (a) Unlimited editing. Please note that any editing required by You that is beyond what Lightbulb Studio considers necessary and appropriate will be undertaken and charged at an hourly rate of between \$200 - \$300 plus GST per hour.
- (b) Extended times for shoots. If you are late for a shoot and/or choose to add additional work or subject matter to a shoot, if the shoot time extends beyond the allocated time, you will be charged an hourly rate of between \$400-\$500 plus GST per hour.

4. Variations

- (a) If at any time, You wish to make variations to the Services, any request for variations must be made in writing and sent via email to naomi@lightbulbstudio.com.au (**Variation Request**).
- (b) If Lightbulb Studio agrees to the Variation Request, confirmation will be provided in writing to You. You agree that variations are not agreed to unless done so in writing. Once a Variation Request has been agreed to in writing by Lightbulb Studio (**Approved Variation**), the Approved Variation will form part of this Agreement.
- (c) You agree that additional charges will be payable by You to Lightbulb Studio for any additional work required to be undertaken by Lightbulb Studio in relation to an Approved Variation, and the minimum amount that will be charged to You in relation to an Approved Variation will be charged at an hourly rate of that will be quoted to you in advance.

5. Your Responsibilities

As part of our mutually rewarding relationship, we request that You ensure the following preparations and responsibilities are maintained throughout our work together.

For a mutually beneficial experience, Lightbulb Studio requires that You carry out the responsibilities and understand Your obligations listed below. You agree that Lightbulb Studio is not responsible for any cost, loss, damage, penalty or expense as well as any restrictions or delays of the Services resulting from adequately carrying these out. As such, Lightbulb Studio reserves the right to charge You for additional costs at its discretion.

- (a) You agree to comply with all reasonable requests of Lightbulb Studio in the lead-up to the provision of the Services, including the shoot date, including providing all information and material that may be requested.
- (b) When requested to do so, You will confirm the running schedule for the shoot within the timeframe requested by Lightbulb Studio.
- (c) If Lightbulb Studio makes recommendations as to shooting times, noting punctuality is crucial to the provision of the Services, You will respect and comply with such recommendations. You acknowledge and understand that such recommendations may sometimes rely on natural light.
- (d) Where applicable, You are responsible for sending an authorised representative for your business to any photoshoot associated with the Services. If there is no such representative present, you agree to accept Lightbulb Studio's judgment as to the way the photographer takes the images and delivers the Services.
- (e) Where applicable, You are responsible for obtaining any permits to allow photography in specific locations. You acknowledge and agree that in some circumstances, the use of drones is not permitted, and in this case, Lightbulb Studio will not use a drone.

6. Copyright and Intellectual Property

- (a) Unless otherwise agreed, You recognise and acknowledge that all copyright in relation to the Services and Photographic Works is the property of Lightbulb Studio and You will take all such steps as practicable to ensure that the copyright will vest in and remain vested in Lightbulb Studio. For the sake of clarity, intellectual property for Photographic Works provided under government contracts at a set day rate will be transferred to the client upon full payment of the Fees to Lightbulb Studio.

- (b) Lightbulb Studio grants to You a non-exclusive, non-transferable, royalty-free, perpetual licence to use the copyright owned by Lightbulb Studio in relation to the Photographic Works, for the intended purpose as outlined in your initial brief. If at any time you wish to use the Photographic Works for purposes other than the intended purpose, You must discuss this with Lightbulb Studio and arrange for an additional licence for use. An additional licence fee will be payable and this will be quoted to you.
- (c) You hereby indemnify and agree to keep Lightbulb Studio indemnified against all liability, losses or expenses incurred by Lightbulb Studio, including damage to its reputation, in relation to or in any way directly or indirectly connected with any breach of copyright by You or your agents.
- (d) With the exception of (e) below, You acknowledge that Lightbulb Studio retains the right to use the Photographic Works Gallery in any manner at any time, including for inclusion on its website, blog, portfolio, galleries or for promotional purposes, at its complete discretion.
- (e) For portraits, Lightbulb Studio will not use these without obtaining Your prior consent. For commercial work, if timing sensitivities are relevant to any commercial works (for example, sensitivities due to a product launch or similar), Lightbulb Studio will ensure any use of the Photographic Works does not compromise such sensitivities.
- (f) For any personal photography Lightbulb Studio asserts moral rights, including attribution rights, in respect of the Photographic Works. If you would like to credit Lightbulb Studio for use of any Photographic Works by You it would be appreciated.

7. Corporate Reproduction Rights

- (a) Corporate Reproduction Rights (**Corporate Reproduction Rights**) allow the Photographic Works to be reproduced by You as You have commissioned them. You may use the Photographic Works in your own promotional material for marketing purposes, advertising, internet/intranet sites.
- (b) If you wish to use the Photographic Works for purposes beyond what is outlined at (a) above, You agree to discuss this with Lightbulb Studio and You acknowledge that additional licencing fees will be payable by You, and these will be discussed with You. **You acknowledge and agree that the use of the Photographic Works cannot be assigned or transferred to other parties or other businesses that You may be involved in.**
- (c) For the sake of clarity, if You have multiple businesses or wish to use the Photographic Works for multiple purposes, You agree to discuss this with Lightbulb Studio prior to the commencement of the Services so that fees reflective of the intended use can be provided to You.
- (d) You acknowledge and agree that, unless otherwise agreed in writing between the parties, if You do use, or permit to be used, the Photographic Works for purposes other than what is outlined in this Agreement, Lightbulb Studio has the right to issue you with an invoice for additional licensing fees associated with such use, and You agree to pay any such invoices as issued by Lightbulb Studio.

8. Storage and Backups

- (a) You acknowledge that You are responsible for the storage and backup of the Photographic Works supplied by Lightbulb Studio. Once Photographic Works have been provided to You, You agree to download and save the Photographic Works within 30 days from when these are provided to You.

- (b) While Lightbulb Studio will follow usual backup procedures upon delivery of the Photographic Works, Lightbulb Studio will not be liable under any circumstances if unable to produce the backups or future reproductions of the Photographic Works upon a request by You. Where backs are available, these will be made available to You and a fee in the sum of \$500+GST will be payable by You.

9. Privacy and Personal Information

As part of creating the Photographic Works Lightbulb Studio may collect and retain personal information about You. Any personal information will be obtained, retained and used in accordance with Lightbulb Studio's Privacy Policy which can be found on Lightbulb Studio's website www.lightbulbstudio.com.au.

10. Warranty Period for the Services

- (a) Lightbulb Studio will use its best efforts and take all reasonable steps to help You achieve the desired results. However, Lightbulb Studio makes no warranty that the Services will meet Your requirements or that all clients will achieve the same results.
- (b) The Services do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, You are entitled to cancel Your contract with Lightbulb Studio and are entitled to a refund for the unused portion. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

11. Stoppages and Delays

- (a) If the Completion Date is delayed as a result of unforeseen circumstances or causes beyond Lightbulb Studio' control including but not limited to: any strike, lock-out, shortage of labour and materials, delays in delivery of materials, unexpected technical or equipment issues, a pandemic, riot, political or civil disturbances or inclement weather; You agree that:
 - i. You will not have any claim against Lightbulb Studio for damages or otherwise; and
 - ii. Lightbulb Studio will be entitled to a fair and reasonable extension of time for the completion of Services to be agreed by the parties in writing.
- (b) In general, You agree that delays to the Services may lead to extra costs being incurred due to additional hours worked by Lightbulb Studio. Invoices will be issued to You accordingly and You agree to pay any additional invoices.

12. Termination

- (a) Either party may terminate this Agreement for any breach of this Agreement by the other party by providing 48 hours written notice by email.
- (b) Either party may terminate this Agreement for any reason whatsoever by providing 21 days notice to the other party by email.
- (c) Unless otherwise agreed, if this Agreement is terminated with less than 21 days notice, You acknowledge and agree that You will pay Lightbulb Studio an amount equivalent to 50% of the Fees which You warrant as fair and reasonable as preparation work will have been completed, along with other pre-shoot work depending on the Services to be provided. The non-refundable

deposit will be included in the calculations of the amount payable, and You agree to pay any amount required to equal the sum equivalent to 50% of the Fees.

- (d) If You or Your representatives, team members or associated persons fail to attend a scheduled session with Lightbulb Studio, You agree to pay 100% of the Fees, irrespective of whether you reschedule the session.
- (e) If this Agreement is terminated and a photo shoot has taken place, You acknowledge and agree that the full Fees will be payable by You to Lightbulb Studio.

13. Indemnity

You agree to indemnify Lightbulb Studio for any loss, claim, damage or expense (including costs incurred on a solicitor-client basis) suffered or incurred as a result of:

- (a) Any breach by You of this Agreement;
- (b) Any infringement of copyright of any person; or
- (c) Steps taken by Lightbulb Studio to recover unpaid money under this Agreement.

14. Release

- (a) You agree to release Lightbulb Studio from any and all liability relating to colour reproduction of supplied works on any system not under the direct control of Lightbulb Studio. Where Lightbulb Studio supplies You with photographic prints, You acknowledge that the Photographic Works may fade or discolour over time due to the inherent qualities of materials used, and You agree to release Lightbulb Studio from any liability for any claim based upon fading or discolouration. Where colour is unable to be reproduced accurately due to limitations in capture and output technology, You release Lightbulb Studio from any and all liability.
- (b) Except as provided by under Australian Consumer Law, Lightbulb Studio will not be liable for any loss or damage arising by reason of any delay in the completion of the Services, or provision of the Photographic Works; any loss of profit or revenue; any indirect or consequential loss or whatever may mature; or any loss resulting from any errors or omissions arising from an oversight or misunderstanding of instructions provided by You.

15. Weather Conditions

- (a) In order to operate safely and within the limits of the equipment, weather conditions (high winds, humidity, unexpected low light, fog, storms, lightning, and rain) may preclude photography from taking place. In such circumstances, Lightbulb Studio will contact You and arrange to take the photographs as soon as possible after the originally agreed time.
- (b) Lightbulb Studio cannot be held responsible for any missed deadlines in respect of orders not received due to prevailing weather conditions.
- (c) Should work be interrupted by a change in weather conditions, Lightbulb Studio will arrange for a further site visit to carry out the completion of the work. There may be an additional charge for re-visiting the site which will depend upon the location and initial client briefing.
- (d) If You have specific requirements regarding weather conditions for Your images, this must be agreed upon at the time of order. Lightbulb Studio will make every effort to comply with these wishes however it may not be possible to achieve the requested images within a limited time scale.

16. Force Majeure

- (a) If circumstances beyond Lightbulb Studio's control prevent or hinder its provision of the Services, Lightbulb Studio is free from any obligation to provide the Services while those circumstances continue. Lightbulb Studio may elect to terminate this Agreement or keep the Agreement on foot until such circumstances have ceased.
- (b) Circumstances beyond Lightbulb Studio's control include, but are not limited to, shortage of labour, pandemics, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, failures or malfunctions of computers or other information technology systems.
- (c) For the sake of clarity, if in Lightbulb Studio's reasonable opinion, the provision of the Services will be affected by a pandemic, Lightbulb Studio may suspend the provision of the Services in part or in whole to You indefinitely. Additionally, Lightbulb Studio will not be liable for any losses or damage due to a pandemic. If You choose to terminate an agreement due to a pandemic, the termination clause above will apply.

17. Model Release

- (a) If You determine that a model release is required, You agree to obtain the written consent of any and all persons to be included in the photoshoot to be the subject of the Photographic Works.
- (b) You agree to fully indemnify Lightbulb Studio from all claims, suits and demands, and in respect of any and all costs incurred by Lightbulb Studio, arising from your failure to obtain signed model release forms from all persons included in the photoshoot.

18. During the Event/Photoshoot

- (a) If Lightbulb Studio requests You to nominate a person to be the point of contact for a photoshoot or event to assist Lightbulb Studio with coordinating individuals/groups, you agree to do so.
- (b) If the nominated point of contact fails to assist with the coordinating as requested by Lightbulb Studio, Lightbulb Studio will not be responsible for any act, omission or failure in relation to any aspect of the Services.
- (c) If the nominated point of contact fails to ensure all required attendees are present in any photoshoot, Lightbulb Studio will not be held liable for this failure.
- (d) If required attendees fail to present themselves in a timely manner to enable Lightbulb Studio to complete the photoshoot, Lightbulb Studio will not be held liable for any inability or failure to capture images that include such attendees.
- (e) If there are any additional attendees present that extend beyond the scope of Services, You agree to pay Lightbulb Studio, in addition to the Fees provided in the Proposal, in a sum that will be provided at the time.
- (f) Additional fees of between \$200-\$300 plus GST per hour will be charged if the photoshoot/event runs overtime for reasons outside the control of Lightbulb Studio.
- (g) You agree to pay such additional sums as requested by Lightbulb Studio in accordance with the Invoice provided to You.

- (h) If, for whatever reason, You fail to attend to matters that are Your responsibility, or if matters that are Your responsibility are not executed to the standard required, Lightbulb Studio will not be responsible or liable in any way for the quality of the Photographic Works produced, or your dissatisfaction of the result.
- (i) If you choose to delegate matters to Lightbulb Studio that are Your responsibility, Lightbulb Studio will use its best endeavours to meet your expectations however you undertake and warrant not to hold Lightbulb Studio responsible for any dissatisfaction in respect of the Photographic Works produced.

19. Disclaimer

- (a) You acknowledge that any reference images, samples, or examples You provide to Lightbulb Studio are for inspirational and directional purposes only. While Lightbulb Studio will make reasonable efforts to discuss Your vision and work toward achieving a similar aesthetic or style, where possible, Lightbulb Studio makes no guarantee, warranty, or promise that the final images will match, replicate, or be substantially similar to any reference materials provided.
- (b) You understand that photography results are subject to numerous variables including but not limited to lighting conditions, weather, location constraints, equipment limitations, subject positioning, timing, and other factors beyond Lightbulb Studio's control. You acknowledge that creative interpretation, artistic vision, and technical execution may result in images that differ from any reference materials.
- (c) By providing reference images, You agree to hold Lightbulb Studio harmless from any claims, damages, or dissatisfaction arising from differences between reference materials and final delivered Photographic Works.

20. Communication between Parties

The parties agree to communication by email, via the email addresses contained in the Proposal.

21. Confidential Information

- (a) You must advise Lightbulb Studio in writing (including by email) if any material information provided to Lightbulb Studio is of a confidential nature. Lightbulb Studio will keep that material or information confidential, except where disclosure is reasonably necessary to enable Lightbulb Studio to perform the Services.
- (b) All obligations of confidence set out in this Agreement continue in full force and effect after the completion date.

22. No Partnership or Agency

Nothing contained or implied in this Agreement will create, constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

23. Governing Law & Jurisdiction

This Agreement is governed by the laws of the Australian Capital Territory. In the event of any dispute arising out of or in relation to the Services, You agree that the exclusive venue for resolving any dispute will be in the courts of the Australian Capital Territory.

24. Dispute Resolution & Mediation

We hope that a dispute between us does not arise, however in the unlikely event that it does, the following clause will apply.

If a dispute arises out of, or relates to this Agreement, either party may not commence any legal proceedings in relation to the dispute, unless they attempt to resolve the disagreement in good faith, through an appropriate mediator to be appointed by an independent third party, as agreed, or his or her nominee and attend a mediation.

25. Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

26. Assignment

You agree Lightbulb Studio may delegate and/or subcontract any obligations under this Agreement for the purpose of providing the Services, as required and at the discretion of Lightbulb Studio, to any party without Your consent. If Lightbulb Studio does exercise its rights under this clause, Lightbulb Studio remains liable and responsible to You in respect of the Services.

27. Entire Agreement and Modifications

The parties confirm and acknowledge that this Agreement and the accompanying Proposal is the entire Agreement between them and supersedes and overrides all previous communications, either oral or written, between the parties.