

EVE

EDITORIAL

TERMS AND CONDITIONS

Marigold Meagher Photography – Eve Editorial (ABN: 79 080 040 940)

Definitions

GST has the meaning defined in the *A New Tax System (Goods and Services) Act 1999* (Cth).

Hair Stylist means the hair stylist used during the Sitting for the purposes of providing the Services.

Make-up Artist means the make-up artist used during the Sitting for the purposes of providing the Services.

Nudes means any Photograph of the Client where the Client is nude, suggested nude, or in lingerie.

Parties means the persons described in the Schedule.

Photograph/s includes any photographs, images, negatives or reproductions and copies of the original photographs or images taken by Marigold Meagher Photography of the Client during the Sitting, whether in print or digital form.

Marigold Meagher Photography includes any owner, director, shareholder, partner, employee, contractor, agent, assignee, and assign of Marigold Meagher Photography, Inclusive of Eve Editorial and Powerful Petticoats Photography.

Schedule means the Schedule and any Annexure attached to this Agreement which forms part of this Agreement.

Services means the Client's session with the Make-up Artist and Hair Stylist, before the taking of professional photographs of the Client during the Sitting.

Sitting means the Sitting Date, Sitting Time and Sitting Location.

Sitting Date means the date described in the Schedule.

Sitting Fee means the fee described in the Schedule including deposits.

Sitting Location means the location described in the Schedule.

Sitting Time means the time described in the Schedule.

Sitting Time End means the time described in the Schedule.

Image Rights

The Client grants Marigold Meagher Photography the right to record, photograph and otherwise capture the Client's likeness, image, appearance, in connection with the Sitting.

All rights (including copyright) in and to the Photographs shall, upon creation, vest in and be owned by Marigold Meagher Photography in perpetuity throughout the world free from any claims by the Client. The Client agrees that to the extent, if any, that the Client may be deemed an "owner", "author" or "maker" of any part or whole of the Photographs the Client hereby grants, assigns and transfers to Marigold Meagher Photography exclusively and absolutely in perpetuity throughout the world, any and all benefit, right, title and interest in and to the Photographs.

The Client grants Marigold Meagher Photography the right to use the Photographs with or without the Client's name for any lawful purpose including, the Permitted Use and for other commercial purposes including publicity, illustration, advertising, and marketing of Marigold Meagher Photography.

The Client grants the Make-up Artist and Hair Stylist the right to use the Photographs in accordance with the Permitted Use.

Marigold Meagher Photography agrees not to sell or licence the Photographs to third parties without the Client's prior written consent.

Client Use

The Client is permitted to use the Photographs for personal, non-commercial use only. For the avoidance of doubt, any use of the Photographs in any publication, blog, or otherwise (even if Client does not receive any commercial benefit) is subject to the prior written consent of Marigold Meagher Photography, provided that the Client may publish or communicate the Photographs on the Client's personal social media pages.

The Client is not permitted to edit, or alter in any way the Photographs. Low resolution images will be provided for use on the Client's personal social media pages.

When communicating the Photographs on social media sites, the Client agrees to credit Marigold Meagher Photography as the photographer.

The Client must obtain written permission from Marigold Meagher Photography prior to the Client, its associates, friends or relatives selling the Photographs.

The Client or guests of the Client are at no time permitted to take photos during the Sitting in any form and if this request is ignored, the Sitting may be cancelled by Marigold Meagher Photography, at its sole discretion, without refund.

Final Payment/Pricing

As consideration for the Services by Marigold Meagher Photography, the Client agrees to pay the Sitting Fee on or before confirmation of the Sitting and execution of this Agreement.

The Client acknowledges that the Sitting Fee is non-refundable and non-returnable.

The Client acknowledges that the Services start at the Sitting Time and that if the Client is late for any reason, the duration of the Services will be reduced accordingly. For the avoidance of doubt, any

delay caused by the Client will not affect the Sitting Time End. It is therefore very important that the Client arrives to the Sitting Location at the Sitting Time.

Marigold Meagher Photography accepts Visa, Bankcard, MasterCard, Bank transfer or cash. (Personal cheques, Amex or Dinners are not accepted).

Any and all Photographs purchased after the Sitting will be charged to the provided credit card, unless otherwise directed, at the time of the sale.

The price of the Photographs is not included in the Sitting Fee.

Pricing is defined on Marigold Meagher Photography's standard price list in effect at the date of this Agreement.

Orders placed after the Sitting are billed at the rates in effect on the most recently published price list. Credits included in covered package or voucher specials are not redeemable as cash.

Prices are inclusive of GST.

Cancellation/Change of date

Marigold Meagher Photography reserves the right to cancel any booking if the Sitting Fee is not received.

Should the Client cancel the Sitting or otherwise breach this Agreement, the Client acknowledges that they will forfeit the Sitting Fee. The Client shall also be responsible for payment of any materials, fees and/or expenses incurred by Marigold Meagher Photography up to the time of cancellation.

If the Client requires the Sitting Date to be changed, Marigold Meagher Photography will make all reasonable efforts, subject to availability, to reschedule the Sitting Date. If Marigold Meagher Photography is unable to accommodate the change of date, it will be treated as a cancellation.

In the event that Marigold Meagher Photography is prevented from performing the Services due to the Photographer being injured, ill or otherwise unavailable due to an emergency or other event outside of its control, Marigold Meagher Photography will contact the Client as soon as possible to arrange another suitable date and time. Marigold Meagher Photography will not be held liable to costs incurred to client should the sitting not occur due to the aforementioned reasons.

Completion Schedule

Marigold Meagher Photography shall use reasonable endeavours to:

edit Photographs within 3-4 weeks after the Sitting Date;

make available to the Client prints/canvases/frames/USB and extras within from 2-4 weeks after they are ordered by the Client.

Orders can be picked up from Marigold Meagher Photography's home studio at 24/14 Chapel Street, St Kilda, by appointment only. Contact Marigold if you need a custom mail/shipping quote.

No compensation will be provided for any reasonable delays outside the above schedule timeframes should any delay occur whatsoever, howsoever occurred.

Warranty, Liability and Indemnity

The Client warrants and represents to Marigold Meagher Photography that it:

is at least 18 years old; has the capacity and authority to enter into this Agreement; and will only use the Photographs in accordance with this Agreement.

The Client agrees and acknowledges that Marigold Meagher Photography cannot guarantee that the Client will be satisfied with the Photographs, as the outcome of each Photograph may be affected by factors such as weather, lighting, and energy of the Client.

Marigold Meagher Photography does not guarantee that the Photographs will not be lost, stolen, or destroyed for reasons within or beyond Marigold Meagher Photography's control.

The Client agrees to fully indemnify and hold Marigold Meagher Photography harmless from any loss, damage, proceeding and cost (including all reasonable legal costs), whether in contract, tort, under statute or otherwise, directly or indirectly as a result of or in connection with the Services, the Client's breach of any provision or warranty of this Agreement or violation of any applicable law or the rights of any third party, before, during or after the Sitting.

To the maximum extent permitted by law, Marigold Meagher Photography will not be liable to the Client or to any person under any cause of action related to the Services, whether in contract, warranty, tort (including negligence), strict liability, products liability, professional liability, indemnity, contribution or any other cause of action in an amount in excess of the Sitting Fee actually received by Marigold Meagher Photography from the Client under this Agreement as at the time that the liability arose.

In the event that the Sitting Location cannot be made available to the Client on the Sitting Date by reason of fire, flood, damage, industrial dispute, or any other reason, Marigold Meagher Photography will endeavour to source a new location for the Sitting. For the avoidance of doubt, Marigold Meagher Photography shall not be liable for any loss, damage or injury whatsoever suffered by the Client as the result of the unavailability of the Sitting Location or inability to source a new location on short notice.

The Client will be responsible for damages to any photographic/lighting/props equipment caused by the Client.

CONTACT

Should you have any further queries in regards to this booking please feel free to contact;

Marigold Meagher – Owner, Photographer

Marigold Meagher Photography – Eve Editorial

hello@eveeditorial.com or **0405 117 428**