

1. Acceptance

In commissioning our services you agree to our Terms and Conditions as outlined here.

2. Copyright

Shardey Olynyk Photography retains copyright and all moral rights in each image produced and retains ownership of all original captures and processed files supplied.

3. Usage License

You may use the images for the Media, Territory and Duration outlined in the Usage License. Additional Usage will attract additional usage fees — we are happy to quote you on this if this is required. The license is not transferable and the images may not be passed on or on-sold to any third party or parties without written permission from Shardey Olynyk Photography.

4. Exclusivity

Unless otherwise agreed upon in writing, the images are supplied on a non-exclusive basis. Shardey Olynyk Photography retains the right to use the images for self-promotion and may on-sell the images to third parties during the terms of your Usage License if it deems there is no conflict of interest with your usage requirements.

5. Cancellations & Postponements

A booking is considered firm as from the date of confirmation. If a confirmed booking is cancelled or postponed for reasons other than weather, we reserve the right to charge 50% of the Photography Pre-production fees and 100% of all direct costs incurred or due, including but not limited to, accommodation and travel expenses, props, equipment, studio and vehicle hire etc. If cancelled or postponed within 48 hours of the shoot date we reserve the right to charge 100% of the Photography & Pre-production fees and all costs incurred or due.

6. Weather days

We reserve the right to charge 75% of all photography, pre-production, assistants and crew fees on any weather postponements or delays at our discretion (e.g; the shoot is postponed due to adverse weather experienced once on the shoot, preventing us from obtaining satisfactory shots to fulfil the client brief). 100% of all direct costs paid or due, such as accommodation and travel expenses, props, equipment, studio and vehicle hire etc will be charged.

7. Indemnity

Shardey Olynyk Photography shall not be liable for any legal action, claim or damages resulting from or arising out of the use of, publication or distribution of the images. You agree to indemnify Shardey Olynyk Photography against any claims and/or damages against us including any legal fees arising from the images.

8. Client Approval

You are responsible for having your authorised representative present during the shooting of the assignment to approve the photography. If no representative is present the photographers interpretation of the brief and resulting images shall be accepted. You shall be bound by all approvals and changes made by your representative.

9. Reshoots

If a reshoot is requested by the client 100% of all original costs and fees, including photography will be charged.

10. Payment & deposits

If we have indicated on our quote that a deposit is required for pre-production and production expenses, the deposit is to be paid in full before the shoot commences. Full payment of our invoice is required within the payment terms outlined on the invoice. Usage and reproduction rights are not granted unless our invoice has been paid.

11. Overtime

If a shoot day extends beyond eight (8) consecutive hours, overtime for photography and crew may be charged at our discretion at a rate of one and one half (1.5) times the hourly rates or fees.

12. Quotes & invoices

Tax invoices not paid on time will attract a \$50 late payment fee and interest will be charge on the overdue amount plus the late payment fee (or any part thereof) at the rate of 10% per annum compounding from the due date until paid in full. In the event that you do not pay my tax invoice(s) then you must pay all collection costs associated with debt collection including mercantile agents costs and legal costs on the indemnity basis. Such costs will be recoverable from you as a debt due in addition to the invoices unpaid. By using my services, in the event that any dispute arises in relation to my services then you agree to submit to the exclusive jurisdiction of the Courts of Victoria, Australia and all legal proceedings must be issued and litigated in Victoria, Australia.

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