



ABN: 27 663 483 723

Photo West

www.photowest.com.au - 1800 779 606

Talent Release Contract

This form must be signed before any photography is undertaken

1. I/we authorise Photo West to arrange the photography in accordance with the details overleaf. I/we are satisfied that these details are correct and I/we understand there is a three working day cooling-off period from the date of the signing this contract before the photography is commenced and for any orders placed.
2. The Booking Fee is not refundable but may be transferable.
3. I/we have received, read and understand Photo West's price list, which has been confirmed for our assignment on payment of the deposit/booking fee provided I/we order within seven (7) days after the assignment.
4. The booking of and any additional costs incurred for booking venues, photography locations, additional props etc are our responsibility or may be invoiced unless paid for separately.
5. The details and times listed here from part of this agreement and I/we agreed to make every effort to cooperate in order for Photo West to fulfil its contracted photographic duty. I/we acknowledge Photo West cannot accept responsibility for the 'extent' of the photographic coverage if these details are incorrect or if I/we chose not to follow the agreed to schedule.
6. To avoid disruption to the photographic coverage and to allow Photo West to fulfil its contracted duty; other photography by family/friends at this time is not permitted.
7. **I/we agree Photo West owns the Copyright in all photographs. I/we give permission to Photo West to use any image of our sitting for industry competitions and as required subsequent usage and for reasonable general promotional advertising for Photo West. The usage for any other purpose is to be renegotiated between the parties and requires specific permission by us.**
8. As Photo West owns the Copyright, I/we agree not to copy, cause to be copied or allow anyone else to copy, photocopy, laser copy or computer scan these images. To do so is in breach of this agreement. I/we will use these photographs as agreed and understand they may not be copied or reproduced unless written approval is granted by Photo West.
9. The negatives/digital files remain the property of Photo West and will be kept on file a period of five years for re-orders. I/we may be able to negotiate with Photo West for release of the negatives/digital files. Regarding re-ordering photographs, I/we also understand:
10. Orders must be placed within 7 days, otherwise prices current at the time of ordering will apply and I/we will pay all reasonable freight and postage that I/we request.
11. All orders must be confirmed in writing and accompanied by full payment unless prior arrangement with Photo West had been made. Telephone orders require written confirmation with payment before the order can be processed.
12. All orders shall remain the property of Photo West until full payment has been made. Orders cannot be separated for collection unless paid for in full.
13. Should I/we fail to pay and collect any order within fourteen (14) days of notification of completion, the order shall be in default and Photo West shall charge a default charge of 1.5% per month (18% annual rate) on the unpaid balance (minimum monthly charge of \$5.00). In addition, I/we acknowledge that no future orders will be processed until the Order is paid in full.
14. Enlargements will carry Photo West logo/signature.
15. Photo West has no control over the environment in which the photographs are kept and that colour photographs, in common with all sensitised material and colour dyes, have limited life expectancy which is minimised when exposed to strong and prolonged sunlight, heat or fluorescent light sources. Photographs will last longer if displayed under better lighting conditions.

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1. Should nominated photographer not be available for any reason, Photo West will notify the Client of the change as soon as it is known and provide another photographer with equivalent skills.
2. The price quoted will be guaranteed for seven days otherwise the current price will be confirmed when the deposit on the order is paid. Any additional costs will be advised and confirmation required before proceeding.
3. As the photographs made by PhotoWest are manufactured with the finest materials currently available, Photo West unconditionally guarantees them. If in your opinion any photograph made by Photo West has lost its original colour, Photo West will replace the photograph for fifty per cent of the current selling price. The original photograph must be returned and the reprinting charge paid in advance. This warranty will be valid for as long as Photo West has its possession the original files in a printable condition.
4. The negatives/digital files remain the property of Photo West and will be kept on file a period of three years, after which time Photo West may negotiate the release of the negatives/digital files.
5. Photo West shall carry out this assignment with due and professional diligence. Elements beyond Photo West's control include faulty material, equipment failure, damaged and exposed film, loss of film/photos/negatives/digital files in transit between Photo West and professional laboratories employed by Photo West, loss or damage to film, negatives/digital files and proofs during processing and developing either by Photo West or professional laboratories employed by Photo West, industrial disputes, civil disturbances, or weather conditions which may inhibit or prevent Photo West completing in whole or in part this assignment. In this case Photo West shall not be liable for its complete performance of the assignment. It is agreed that the liability of Photo West shall be limited to be a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered.

The Client

Agreement:

I/we have read and understood the terms of this Agreement.

Signed for the client:

Date: __/__/__

Signed for PhotoWest:

Date: __/__/__



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