

Terms and Conditions of Bulb Creative

The following Terms and Conditions is a mutually agreed contract between Bulb Creative and the Client. Both parties agree to retain the services in accordance to the outlined Terms and Conditions specified below and is legally binding.

1. DEFINITIONS

- 1.1** “Bulb Creative” means Bulb Creative Pty Ltd ACN 625 844 547 ATF McNamee Family Trust including its employees and contractors used for an event.
- 1.2** “Booking Fee” means 30% of the total amount of the services provided for the specified date and is a non-refundable fee, except in the circumstance stated under section 5.2.
- 1.3** “Booking Date” means the specific date of the Event agreed to by both parties as specified on the Booking Form.
- 1.4** “Booking Form” means the digital booking form sent to the Client via online and constitutes a legally binding acceptance of these Terms and Conditions as a written contract once signed by the Client.
- 1.5** “Client” means Person 1 and Person 2 named on the signed Booking Form.
- 1.6** “Total Invoice” means the agreed total amount of the services including travel fees, GST, the non-refundable booking fee and/or additional services requested by the Client. This invoice is sent via online to the Client.
- 1.7** “Equipment” means cameras, videocameras, microphones, lights, memory cards, software and any other equipment used by Bulb Creative to capture, store or edit the Media Content.
- 1.8** “Event” means the client’s wedding, elopement, couples/engagement session or other services as specified on the Total Invoice
- 1.9** “Parties” means Bulb Creative and the Client.
- 1.10** “Post Production” means the steps taken after the event date to edit and/or deliver your Media Content.
- 1.11** “Media Content” means any photography and/or videography content captured or provided by Bulb Creative.
- 1.12** “Travel Expenses” includes any car hire, flight bookings to the event location, return flight bookings and/or accomodation needed for Bulb Creative to attend the Clients event.
- 1.13** “Desired Shots” means any requested or wanted photo, video and/or drone content.
- 1.14** “Online Gallery” means an online avenue or website in which we deliver the Client’s digital copy of the Media Content.
- 1.15** “Digital Run Sheet” means a form sent by Bulb Creative via online to the Client in which the Client agrees to complete with the details of their schedule/times and other information needed for the Event date.
- 1.16** “Vendor Meals” means the meal given to Bulb Creative paid by the Client.

2. ACCEPTANCE

2.1 A signed digital Booking Form by the Client constitutes the acceptance of these Terms and Conditions.

2.2 The Client accepts that these Terms and Conditions can not be altered unless specified and agreed in writing by both Parties prior to signing the Booking Form.

2.3 These Terms and Conditions are legally binding on both Parties.

3. SERVICES

3.1 The services provided specified on the Total Invoice will be provided by Bulb Creative for photography and/or videography at the Event.

3.2 *Agreed service hours:*

- a. The client acknowledges that Bulb Creative are only required to attend the Event for the amount of time specified on the Total Invoice.
- b. Bulb Creative agree to allow up to thirty (30) minutes at their own costs before or after the agreed service hours to allow time for parking, preparation or pack down of their Equipment.
- c. Additional hours may be added on the day of the Event at the price of \$400 per additional hour of photography services, or \$600 per additional hour of photography and videography services. The Client agrees to pay within 48 hours after the Event date.

3.3 If Bulb Creative are unable to perform the outlined services in accordance with these Terms and Conditions, for any reason including due to an unforeseen accident, injury, illness and/or events out of Bulb Creative's control hindering Bulb Creative's ability to attend the Event, Bulb Creative will advise the Client as soon as practicable and make reasonable arrangements for another photographer and/or videographer to perform the agreed services at no extra cost to the Client.

3.4 Details of what is included within the photography and videography services are specified on the digital photography/videography package list sent to the Client. It is the Client's responsibility to make themselves known to what is and is not included in the photography/videography package before signing the Booking Form.

3.5 The Client agrees that Bulb Creative will have up to twelve (12) weeks from the date of the Event to edit the Media Content and provide them via the Online Gallery to the Client.

3.6 If for whatever reason Bulb Creative deem the Event to be unsafe or unfit for working conditions, they have the right to terminate the Booking Form agreement and leave the Event at any given time. A refund is not refundable to the Client in this case.

4. PAYMENTS

4.1 The total monies due is in accordance to the specified amount on the digital Total Invoice. Any variations to the services as directed by the Client will be added on to the Total Invoice.

4.2 A non-refundable Booking Fee of 30% of the Total Invoice amount is required to secure the Client's Event date.

4.3 The Booking Fee is to be paid within three (3) days of signing the Booking Form. The Event date is not guaranteed to the Client until the Booking Fee payment has been received by Bulb Creative.

4.4 The remaining Total Invoice balance is due to be paid no later than seven (7) days prior to the Event date specified on the Booking Form.

4.5 If the Client fails to pay the remaining balance seven (7) days prior to the Event date, a late payment fee of \$100 will be added to the Total Invoice, unless discussed and mutually agreed upon otherwise in writing by both Parties.

5. CANCELATIONS AND RESCHEDULING

5.1 Cancellation by the Client:

- a. The Client can cancel the Booking Form at any given time by giving a written notice to Bulb Creative.
- b. The Booking Fee remains non-refundable in all cases where the Client has made the cancellation.
- c. Any Travel Expenses already paid by Bulb Creative to attend the Client's Event must be repaid to Bulb Creative in full in all cases where the Client has canceled the Booking Form at any time.
- d. If the Client cancels the Booking Form less than three (3) months out from the Event date, the Client forfeits any monies already paid and agrees to ensure that 50% of the Total Invoice amount is paid to Bulb Creative, unless otherwise discussed in writing with agreement by Bulb Creative.

5.2 Cancellation by Bulb Creative:

- a. Bulb Creative can cancel the Booking Form at any given time by giving a written notice to the Client.
- b. In the case of Bulb Creative cancelling the Booking Form, Bulb Creative will only be liable to refund the total amount already paid by the Client, including the Booking Fee.

5.3 Rescheduling/Postponements:

- a. In the event that the client wishes to reschedule the Booking Date, a new Booking Fee will be required, unless otherwise discussed in writing with agreement by Bulb Creative.

6. LIMITATIONS OF LIABILITY

6.1 Bulb Creative is not liable to the Client for any Media Content that has been compromised or not produced due to any restrictions placed on Bulb Creative at any time during the Event that hinder Bulb Creative's ability to perform the outlined services including (but not limited to) obstructive guests, restrictive venue layout or conditions, lighting conditions, weather conditions, time constraints, and/or late Clients, guests or other vendors.

6.2 Although Equipment will be checked by Bulb Creative and reasonable steps will be taken to ensure Equipment is in working order, Bulb Creative are only liable for the amount already paid by the Client in the unlikely event of total loss or total damage to all Media Content.

6.3 In the event of partial loss/damage to any Media Content that Bulb Creative have agreed to capture (other than reasons outlined in 6.1 and 6.9), Bulb Creative will agree to come to a mutual agreement with the Client to compensate for the loss, but otherwise can only be held liable for up to 10% of the Total Invoice amount.

6.4 Exclusivity:

- a. In conjunction to 6.1, the Client agrees not to retain another photographer and/or videographer service provider for the Event if the Client has already booked Bulb Creative for photography and/or videography services. This includes companies other than Bulb Creative, family members and/or friends of the Client.
- b. Bulb Creative reserve the rights to not perform the outlined services in that case and can not be held liable by the Client for any Media Content not produced.

6.5 If for whatever reason Bulb Creative are unable to attend the Client's Event except for the reasons stated under section 3.3 and section 5.2, Bulb Creative are only liable to refund the total monies already paid by the Client.

6.6 Online Gallery:

- a. Once all Media Content is delivered to the Client via the Online Gallery, the Client agrees that Bulb Creative are only required to allow access to any Online Gallery for six (6) months.
- b. The Client agrees that it is their responsibility to ensure they have downloaded any digital Media Content within six (6) months from their Event date and that Bulb Creative can not be held liable for any future losses or damages of the Media Content.

6.7 Bulb Creative reserve the rights to remove all RAW and edited Media Content from their own systems one (1) week after the finished Media Content has been delivered to the Client via the Online Gallery and can not be held liable for any future losses to the Clients copy.

6.8 The Client and/or any guests of the Client agree to follow any directions given by Bulb Creative during the Event at their own discretion. Bulb Creative is not liable for any personal injury, losses/damages of personal items, property damages, or any other pecuniary damages that may occur during any time of the Event.

6.9 Requested or Desired Shots:

- a. Bulb Creative will do their best to capture Desired Shots requested by the Client, however Desired Shots can not be guaranteed.
- b. Bulb Creative are not liable to capture Desired Shots requested by guests or family members.
- c. In conjunction to 6.1, any drone shots that have been requested can not be guaranteed due to any time restrictions, weather conditions, flight zone restrictions and/or venue restrictions.

7. USE OF IMAGES, COPYRIGHT

7.1 All RAW and edited versions of the Media Content remain the property of Bulb Creative.

7.2 Bulb Creative are not obliged under any circumstance to provide the RAW or unedited photographic or video content to the Client.

7.3 Copyright of all Media Content remains with Bulb Creative. The Client agrees that any Media Content from the Event may be used by Bulb Creative for any promotional work and/or their portfolio, including magazines, brochures, social media, blogs, websites and/or other online avenues.

7.4 The Client must obtain consent from Bulb Creative prior to publishing or selling the Media Content for any advertisement purposes.

7.5 The Client agrees not to alter or manipulate any of the Media Content provided when displaying it on social media or other online avenues.

7.6 Model Release:

- a. The Client agrees that Bulb Creative have full rights and permission to use any Media Content which may include any adult guests, child guests and/or working vendors from their Event.
- b. The Client agrees that it is their responsibility to rectify any issues relating to 7.6 with any third parties and that Bulb Creative can not be held liable.

8. EDITING AND ARTISTIC INTERPRETATION

8.1 Bulb Creative reserve full artistic rights to how all Media Content is edited. The Client agrees that Bulb Creative may have a different interpretation of their Event in comparison to the Client.

8.2 The Client acknowledges that not all footage or photos captured from the Event will be included in the finished Media Content at the discretion of Bulb Creative. This includes any audio of vows, speeches, other audio content and/or drone footage.

8.3 Alterations or Changes:

- a. Upon delivery of the Media Content in accordance to section 3.5, Bulb Creative will allow one (1) email for any desired minor alterations (that are able to be completed under one hour) requested by the Client at no extra cost.
- b. Any other further editing or requests made by the Client will incur an extra fee of \$350 per additional hour required to make these changes.
- c. In conjunction to 6.9, 8.1 and 8.2, some desired alterations may not be included in the final product at the discretion of Bulb Creative.

8.4 The final product of the edited Media Content will be delivered to the Client as a digital format via an On-line Gallery.

8.5 A copy of the edited Media Content on USB will be delivered to the Client if it is included in their chosen photography/videography package. The USB will be sent to the Client's nominated delivery address specified on the Booking Form. Bulb Creative can not be held liable for any losses or damages to the delivery during postage or if the Client has failed to notify Bulb Creative of any changes in delivery address.

9. REQUIREMENTS FOR THE EVENT

9.1 Digital Run Sheet:

- a. A Digital Run Sheet schedule of the Event (excluding couples/engagement sessions) is to be provided before the date of the Event to Bulb Creative. The Digital Run Sheet will be sent to the Client by Bulb Creative approximately one (1) month before the Event for the Client to complete and return online.
- b. In conjunction to 6.1, failure to provide the Digital Run Sheet will hinder Bulb Creative's ability to perform the outlined services and can not be held liable.

9.2 If family photos are requested, a list of desired family photos must be provided before the Event date which should outline the group title for each shot and names of each family member below. Bulb Creative is not liable for any desired family photos overlooked due to failure to provide this list or due to time constraints.

9.3 Vendor Meals:

- a. Vendor Meals must be provided for each member of Bulb Creative if services of five (5) hours or more are required, or if any services are required during the reception part of the Event.
- b. For services required during reception, Vendor Meals should be provided to Bulb Creative during either:
 - i. The same time as the bridal party (not after guests are served) to ensure no interference with capturing speeches or other formalities needed to be covered.OR
 - ii. A twenty (20) minute interval given to Bulb Creative where no speeches or formalities are needed to be captured. This twenty (20) minute interval begins when the Vendor Meal is delivered to Bulb Creative.
- c. Vendor Meals must be of the same standard served to guests. This is most likely the only meal Bulb Creative will be eating for the duration of the day so please check with caterers or venues that the photographer/videographer meal is of similar size and standard that is served to guests.