



Real Visuals Media Pty Ltd Terms of Service 2022

1. WEATHER

- 1.1. I am not liable for cloudy weather, if you wish to have your photos taken when the weather is sunny or clear, and the weather is not sunny or clear, please cancel the photo shoot promptly.
- 1.2. If the weather is severe, I may elect to cancel a photo shoot (ie thunderstorm, hail, heavy rain, severe wind). I reserve the right to reschedule if the weather is adverse for photography.

2. ACCOUNTS

- 2.1. I am unable to alter the debtor after the photos have been delivered. If your owner or a 3rd party is paying, please advise their contact details prior to the photo shoot and I will create an invoice in their name / entity. I will require their ABN if they are a company, partnership, trust or corporation.
- 2.2. All invoices are COD, prompt payment is required. I accept credit card (via Pin Payments), and direct deposit (please email your remittance).
- 2.3. For photos prepared for owners or private sellers, my payment terms are COD / pay-on-download.

3. PREVIEWS

- 3.1. Video will be available for preview from my secured website, and the .MP4 file will be released for download and streaming after payment has been received.
- 3.2. Virtual furniture photos will be available for preview from my secured website, and the high-resolution versions will be released for download after payment has been received.
- 3.3. Virtual de-cluttering photos will be available for preview from my secured website, and the high-resolution versions will be released for download after payment has been received.

4. ATTENDANCE

- 4.1. For photos booked at properties occupied by a tenant – the agent must obtain written consent of the tenant and show this to the photographer on request. The agent must attend the property at the appointment time.
- 4.2. Mortgagee in Possession bookings must be pre-paid. Please advise me of the name of the foreclosing bank and contact address and I will provide a fixed quote. The agent must attend the property at the appointment time.
- 4.3. Copyright and licensing - under Australian law, copyright is retained by the creator of the artistic works. Photos, video & drawings are for use by the license holders only - other uses must be licensed by special arrangement.
- 4.4. It is the responsibility of the owner to ensure that they provide a representative on-site to ensure that parked cars can be moved, rubbish bins are moved, lights are on and all globes are working. In the absence of a representative attending, the photographer's interpretation of the scene will be deemed acceptable.

5. INSURANCE

Real Visuals Media Pty Ltd is a fully insured contractor

6. REMOTE PILOTED AIRCRAFT

- 6.1. <https://casa.dronecomplier.com/external> - map showing flight zones
- 6.2. CASA-registered for remotely piloted aircraft for commercial use – sub 2kg category.

7. GENERAL

- 7.1. Properties will be photographed as-is so please ensure all housekeeping is complete before making a booking.
- 7.2. If you wish to have input into the angles selected, please attend the property at the appointment time.

8. COPYRIGHT AND LICENSING

- 8.1. Under Australian law, copyright is retained by the creator of the work - photographer / videographer / drawing artist. **I issue a license certificate so you know what you can and can't do with the photos.** The photos are for use by the license holders only, other uses must be licensed by special arrangement.
- 8.2. In Australia, copyright remains with the person who created "the work" - any of the following:
 - photograph
 - floor plan

- drawing or sketch
- architects render from CAD plans
- video (motion footage)
- audio music recording or audio voice recording

When you engage me to take photos, copyright remains with me.

Copyright means that the materials cannot be reproduced without the consent of the creator. Reproduced means used on internet web sites, printed brochures and flyers and photo sign boards, in magazines and newspapers.

In Australia, sometimes an agency covers the cost of photography, video and floor plan production as part of the marketing package. Other times, the owners pay for the production of these materials. **Copyright is unaffected by the source of payment.** Work done for free is still copyright to the photographer.

9. BRANDING

- 9.1. Some businesses apply their corporate branding, such as in videos. The photographer will provide a clean un-branded copy to the owners on request.

10. MUSIC IN VIDEOS

- 10.1. I produce videos using an overlaid music track (sometimes including a professionally recorded voice track). I purchase a usage license from the composer and that this is shown in the end-credits of the video.

11. COMMISSIONED WORKS

- 11.1. If someone owns copyright in a photo as a result of having *commissioned it* (without having reached any other agreement about ownership), the photographer has the right to restrain the use of the photo for purposes other than those for which it was commissioned (provided these purposes were made known at the time of the arrangement). This rule applies to any photo taken on or after 1 May 1969. The photographer can rely on his/her right of restraint to negotiate further payment for uses that were not contemplated at the outset.

12. PERSONAL SAFETY

- 12.1. I may decline to enter building sites, areas where there is broken glass, loose dogs / rodents / snakes, animals, fumes, dust, cliff edges, narrow ledges beside swimming pools, long grass or swampy ground. I may decline to work where there is loud noise or vibration. I may decline to climb on scaffolding, ladders and roofs, I do not climb trees or onto fences, rock-walls and roadway embankments, structurally unsound balconies or unsound stairs.
- 12.2. I must observe safe working distances from power lines by law in QLD. Steep or rough terrain, clearways, traffic and private-property access may preclude some photography.

13. TRADING HOURS

Standard trading hours: 8am - 6pm Monday – Friday

Extended hours by appointment.

Closed Saturdays, Sundays and public holidays

Civil dawn or dusk is 30 minutes duration. This is the time between sunset and nightfall and daybreak and sunrise.

Please see my price list for details on the cost of the services you are ordering. A cancellation fee applies for short-notice and on-site cancellation. Severe weather and personal emergencies exempt.

session times

	Spring 1 Sep to 30 Nov	Summer 1 Dec to 28 Feb	Autumn 1 Mar to 31 May	Winter 1 Jun to 31 Aug
dawn / sunrise	5am - 7am	4am - 6am	5am - 7am	6am - 8am
daytime	7am - 10am & 2pm - 4pm	6am - 10am & 2pm - 5pm	7am - 10am & 2pm - 4pm	8am - 10am & 2pm - 4pm
dusk / sunset	4pm - 6pm	5pm - 7pm	4pm - 6pm	4pm - 6pm

14. QUALITY, COMPOSITION AND INCLUSIONS

- 14.1. I use professional grade Nikon cameras and lenses, Sennheiser broadcast-quality microphones and audio equipment. I have extensive experience working in architectural photography, however if you have any concerns, please contact me.
- 14.2. Photos and plans are supplied at camera resolution (generally 4K), 4K and HD video can be supplied in mp4 format on request, "full HD" and web-compressed video can be supplied. Floor plans are prepared using CAD

software.. Please discuss this prior to ordering your floor plan. Any small edits required to floor plans can be phoned or emailed through to me.

- 14.3. Locality photos containing people will require a model release (legal waiver) and, if applicable, permission of café or restaurant owners. A model release grants permission to publish the photograph in one form or another. Publishing an identifiable photo of a person without a model release signed by that person can result in civil liability for whoever publishes the photograph.

15. BOOKINGS AND CANCELLATIONS

- 15.1. Bookings can be made via SMS, phone call or email. I also have an online booking system. Please ask for the link if you would like to book online.
- 15.2. Please ensure you have a response and confirmation from me prior to the booked time.**
- 15.3. Items ordered after-hours (such as a client deciding to order a floor plan at the conclusion of a dawn or dusk shoot) will be completed at the next available daytime appointment time.
- 15.4. Cancellations
- I reserve the right to reschedule if the weather is adverse for photography.
 - Agent cancellations at short notice or on-site cancellations will incur a call-out fee.

If I am ill or suffer a personal emergency, I will endeavour to provide a replacement operator at the booked time, within reason.

A cancellation fee applies for short-notice and on-site cancellation. Severe weather and personal emergencies exempt.

16. SERVICE STANDARDS FOR PRODUCT DELIVERY

- 16.1. Your photos will be retouched and prepared in high resolution and optionally branded for your agency. Retouching takes me 1-2 hours for 10 shots, and 2-3 hours for 20 shots.
- "express retouching" (photos ready within 48 hours)
 - "economy retouching" (photos ready within 7 days)
 - "rocket retouching" is no longer available
- 16.2. From time to time, my shooting workload results in a backlog of post-processing. I will advise you if your work delivery will be delayed. I do not outsource my editing, as I believe that this is a vital part of the creative process and I maintain full control over the unique style of the images and video that I deliver.
- 16.3. Studio voice-overs are supplied by a 3rd party company, I am not responsible for delays in their service chain.
- 16.4. Property preparation - property must be clean, tidy and ready upon my arrival.
- 16.5. Bookings for unprepared properties or rented properties without written tenant permission may be rescheduled. Call out fees apply for unprepared properties.
- 16.6. Properties will be photographed as-is so please ensure all housekeeping is complete before making a booking.
- 16.7. If you wish to have input into the angles selected, please attend the property at the appointment time.
- 16.8. It is the responsibility of the owner to ensure that they provide a representative on-site to ensure that parked cars can be moved, rubbish bins are moved, lights are on and all globes are working.
- 16.9. In the absence of a representative attending, the photographer's interpretation of the scene will be deemed acceptable.

17. Accounts and payments:

- 17.1. All invoices are COD, prompt payment is required. I accept credit card (PIN Payments and Paypal), and direct deposit (please email your remittance).
- 17.2. Video will be available for preview from my secured website, and the .MP4 file will be released for download and streaming after payment has been received.
- 17.3. Mortgagee in Possession bookings must be pre-paid. Please advise the foreclosing bank and contact address and I will provide a fixed quote. The agent must attend the property at the appointment time.
- 17.4. Invoice and account enquiries may be addressed to accounts@realvisuals.com.au
- 17.5. Non payment will result in suspension of services. I may refer unpaid accounts to a collection service.

Real Visuals Media Pty Ltd, ABN 138 040 516. PO Box 790, Hamilton Central, Queensland, 4007.
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all rates include GST.

Real Visuals Media Pty Ltd trading as REAL VISUALS™ HD & REAL VISUALS™ PHOTOGRAPHY.
ACN: 42 138 040 516