



Stories by Ash Photography

Wedding Services - Booking Terms & Conditions

- 1. Photographer's Responsibilities.** Ashley Oostdyck ("Photographer") agrees to perform photographic services for the couple ("Client") in a professional manner ("Services"). Photographer may employ one or more assistants if deemed necessary by the Photographer. Photographer will make every effort to obtain, but cannot guarantee delivery of, any images because of Photographer's lack of control over Events, participants, weather, and any restrictions of the chosen location. Photographer is not responsible for the impact on the final product of any interference caused by people or incidents outside her control.
- 2. Working conditions.** If Photographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts, Photographer reserves the right to terminate a session. In such event, Photographer shall not be obligated to refund any of the fees paid by Client because of such action.
- 3. Exclusivity.** Photographer understands she is the exclusive official photographer with professional still photography. Simultaneous coverage by another photographer with professional still photography equipment for professional purposes is not allowed.
- 4. Copyright.** All photographs taken, in any form, are copyright protected and belong to the Client for domestic use, and belong to the Photographer for commercial and artistic use as per Australian Copyright Law (subject to full payment of fees and execution of this agreement). This gives the Client full print rights for supplied images, meaning the Client may print photographs as required, indefinitely. Client may also share digital images through personal social media and to friends and family with a clear credit to Photographer as the creator (name and website link). Photographer retains commercial copyright and use of the images for self promotion, including but not limited to: website, social media, advertising, print publication. Client agrees not on-sell images or publish through any commercial media without written permission from Photographer. Client agrees not to use images in any way other than for personal and domestic use (as per Australian Copyright Law).
- 5. Model Release.** Client agrees that Photographer may use images of Client for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents.
- 6. Publication.** Client understands that Photographer will use images taken for self promotion to gain further work. This includes but is not limited to Photographer's website, social media, online publications of industry association, advertising and printed industry magazines. Client may request that images are withheld and kept private, and must do so prior to execution of this agreement.
- 7. Session Changes.** Photographer must be notified of any changes in schedule or location, immediately and in advance of the scheduled date. If Client notifies Photographer by phone, a written (i.e. email) confirmation must be sent within 7 days of such notification. If the date changes and the Photographer is not available on the revised date, then Photographer shall retain deposit. If the date changes and the Photographer is available for the revised date, then the change shall be agreed to by all parties in writing. Any additional travel fees incurred because of a change in schedule by the Client will be paid for by the Client.



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8. Cancellation. Upon acceptance of these terms and payment of the deposit, Photographer shall commit to the specified date. If Client cancels entirely, then Photographer shall make commercially reasonable attempts to rebook that date, and if date is not booked Photographer will retain 50% deposit paid by Client at time of booking.

8.a. In the case of the Photographer being unable to attend due to circumstances outside of her control, such as but not limited to: weather, natural events or disasters, theft, injury, sickness, human error, transport failure and any additional unexpected event, all fees will be refunded to the client in full.

9. Waiver. Client understands that the Photographer is a Journalistic style photographer. As such, no shot may be guaranteed. Photographer is not responsible for events out of their control which may impact on the capture of photos or retention of photos. This includes but is not limited to: weather, natural events or disasters, theft, injury, sickness, human interference, human error.

10. Liability. Photographer's entire liability for any claim, loss, damage, or injury arising under or relating to this agreement is limited to the fees paid by client for the services. In no event shall photographer be liable for special, incidental, consequential, or punitive damages. The Photographer will not be held responsible in the event of any injury to the Client or companions during photography. The Client understands that they are responsible for their personal safety and the personal safety of those around them, and agrees to take reasonable care in any photographed situation.

10.a. The Photographer will not be liable in the event that photographic materials or digital files are damaged in processing (film and digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. The Couple understands the unpredictable and non-posed nature of photojournalism and waives any right to any civil action due to missed or lost photographs.

11. Deliverables. The Client understands Photographer cannot guarantee, either expressed or implied, the quality of any Image. The Client understands images are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or un-staged events. It is also understood that Client is hiring Photographer for her artistic expertise and, therefore, the Photographer reserves the right to edit the Images as she sees fit. In the case of an event, the Photographer does not guarantee that everyone involved will be photographed or will be included in the final Images.

11.a. Image Delivery. A presentation of a selection of images chosen by the Photographer shall be made available to client via a password-protected online gallery within 6 weeks. Client may share this gallery with friends and family as they wish. The complete image set shall be delivered by 12 weeks from the date of shoot. Delivery of high resolution images will be via downloadable online gallery, which will be available for 90 days from delivery. The Client understands once delivered, the Photographer is not responsible for any files or data. The Client understands they are responsible for safely archiving their photos, and that the Photographer is not responsible for retaining a copy. Where deemed appropriate by both parties, or requested by the Client, a USB device may be used to deliver images.



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11.b. Album. If an album has been purchased by Client as part of this service agreement, Photographer will deliver a draft layout to client for approval, after delivery of final images. Client may make 2 rounds of changes to the layout and composition of the album. Additional rounds of changes will be billed at \$150 per hour. Prior to print production, Photographer will seek final approval from client. Final written approval by Client means album will be printed, and no further changes can be made. Photographer will take every care to package Album for safe delivery, and is not responsible for damage or actions by post or courier services. Once an album is received, the Client understands the Photographer is not responsible for condition of the album, and that albums should be handled with care.

12. Protection of Deliverables/Retention of Files. Photographer shall take all reasonable steps to protect the images that are recorded until such time as the photographs are delivered to Client. Once the photographs have been delivered, Photographer shall have no further obligation to preserve the images regardless of the form of media in which they are stored.

13. Deposit Payment. A non-refundable deposit (that shall be applied toward the total fee for Services) of 50% of selected option is due upon execution of this agreement, at which time Photographer commits to being available to Client on agreed date (subject to non-payment, reasonable emergencies and unexpected events).

14. Final Payment. The balance due for the Services shall be made no less than 30 days prior to the shoot date. In the event that Client fails to remit payment as specified, Photographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned deposit), or to attend the shoot.

15. Expenses. For events outside a radius of 1.5 hours travel by car from Brisbane CBD, expenses will be incurred and charged in addition to session fees. Expenses include transport and accommodation where required. Photographer is responsible for estimating these costs and presenting them to Client for approval prior to travel.

16. Miscellaneous. This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein. Any amendments to this Agreement shall only be effective if made in writing that is acknowledged by both parties.