

APPLICATION FORM

Photography Agreement

The Photography Agreement (**Agreement**) covers the entire engagement between the Photographer and the Client for the provision of services by the Photographer to the Client.

The Agreement comprises of the following:

1. a details form where the Photographer and the Client will specify the details of the particular session, including the Client's personal and credit card details;
2. a price list outlining the price for any products provided by the Photographer, including a separate price list for wedding packages; and
3. terms and conditions.

Please note that the information in this guide is merely intended to assist in understanding the terms and conditions of the Agreement. Nothing in this guide adds to or detracts from the terms and the conditions of the Agreement.

If you are unsure of the effect of anything in the Agreement, we suggest that you obtain legal advice

Please ensure you complete all details below, and contact us with any questions you have prior to submitting the form.

If you have any questions about completing the application form please contact:

Christopher Davis

Principal

Phone: (07) 3014 6530

Email: cdavis@mcw.com.au

Anthea Faherty

Special Counsel

Phone: (07) 3231 0645

Email: afaherty@mcw.com.au

By completing and submitting the form you confirm as follows:

- a. It is the purchaser’s responsibility to ensure that the information supplied is correct.
- b. If new documents have to be prepared as a result of errors in the information a further fee will be payable.

Please ensure you complete all details below, and contact us with any questions you have prior to submitting the form.

PRICES

Photography Agreement (email delivery only) \$440 (inclusive of GST)
 (includes: Details Form, Price List and Terms and Conditions)

Note: Payment by credit card will incur a fee of 1.07% (incl. GST) for VISA, Mastercard and Bankcard, and 3% (incl. GST) for AMEX, on the GST inclusive price specified above.

AGENT/PURCHASER’S DETAILS

First name

Surname

Name of firm (if applicable)

Telephone

Fax

Email address

Street Address

Suburb/City

State

Postcode

Postal Address

(if different from above)

Suburb/City

State

Postcode

WHAT STATE/TERRITORY WILL HAVE JURISDICTION OVER THE AGREEMENT?

QLD	NSW	ACT	VIC
TAS	SA	WA	NT

DETAILS OF BUSINESS

Business Name

Business number

Company Name

(if applicable)

ACN

ABN

Sole trader or other

entity *(e.g. Trust) (if applicable)*

ABN

Address

Suburb/City

State

Postcode

DIRECTORS/PARTNERS/INDIVIDUAL

Director 1/Partner 1/Individual 1

Full name

Address

Suburb/City

State

Postcode

Director 2/Partner 2/Individual 2 (if any)

Full name

Address

Suburb/City

State

Postcode

Director 3/Partner 3/Individual 3 (if any)

Full name

Address

Suburb/City

State

Postcode

Director 4/Partner 4/Individual 4 (if any)

Full name

Address

Suburb/City

State

Postcode

TERMS OF THE PHOTOGRAPHY AGREEMENT

Terms of the Photography Agreement		Details	
1.	Is the business a member of the Australian Institute of Professional Photography?	Yes	No
2.	Should the business be the exclusive photographer at any event the business is retained for?	Yes	No
3.	Is the business capable of offering photography services at addresses other than the principal place of business? (e.g. the client's address)	Yes	No
5.	What is the required notice that the client must give in order to cancel or reschedule a session without penalty?	7 days Other	14 days days
6.	How many times will the client be able to reschedule a photography session or event without penalty?	1 Other	2

7.	Will clients be permitted to purchase the copyright to a photograph?	Yes	No	
	If yes, are third parties authorised to use the photographs or the authorisation limited to the client's personal use?	Yes	No	
8.	What additional rights of use (i.e. other than personal use) of purchased photography products will the client have (if any)?	Right to reproduce photography products Right to sell or distribute photography products commercially Other None		
9.	How long will photographs taken in connection with any services provided to the client be archived before being disposed?	Time period		
		Days	Months	Years
10.	When will products be destroyed or no longer accessible to the client?			
11.	Will the client be able to access the products through an electronic medium and, if yes, for how long?	Yes	No	
		If yes, time period		
		Days	Months	Years
12.	Is the client liable for damage to photography equipment regardless of fault (except for reasonable wear and tear)?	Yes	No	
	If no, is the client liable for damage to photography equipment when, in the photographer's opinion, the client is at fault for the damage caused?	Yes	No	
13.	What is the timeframe for delivery of the products and services by the photographer?	Time period		
		Days	Months	Years
14.	Fees			
	1. When are the fees payable?	Time period		
		Days	Months	Years
		or upon engagement/by installments		
	2. Is a retainer payable?	Yes	No	
	3. When is the retainer refunded?	Yes	No	
	4. If fees are not paid on time, will interest be charged?	Yes	No	
	If yes, rate of interest			

