

Standard Terms & Conditions

The terms and conditions of our working relationships are outlined below. All projects or services that Optique Technologies produce or provide will be subject to the following:

General

The following general definitions apply:

“Customer” or “Client” means you. The person, entity or assigned agent thereof that engages us (the supplier) in an agreement for the supply “goods” and/or “services”.

“Supplier” means us. Optique Technologies Pty Ltd ATF The V&M Family Trust (including the supplier’s agents and permitted assigns) as the “supplier” of goods and or services outlined in the “Proposal”.

“Goods” means any physical products produced and/or supplied by the “supplier” including those supplied in the course of providing the “services”.

“Services” means the intangible products (such as photo editing and stitching) provided by the “supplier” to the “customer” in accordance with the “Proposal” and our terms and conditions of trade.

“Proposal” means a cost estimate based on information provided by the customer. The “proposal” is supplied to the “customer” prior to commencement of work and is to be signed off by Optique Technologies or one of its representatives and the “customer”. Work is not to be initiated until both parties have signed the “proposal”.

“Creative fee” means the total cost of the creative portion of a project, this includes photographer labour costs, equipment hire, travel costs, accommodation, freight, post processing time, tour creation, editing, delivery (upload time and expenses).

“Total media value” this means the total estimated of the marketing campaign in which the images are to be used in. This includes but is not limited to, any print marketing, online (social media and internet), image used on packages or saleable products, billboard or public advertising, etc.

These terms and conditions apply to all trade transactions between the “customer” (you) and the “supplier” (us) relating to the provision of goods and/or services, including all proposals and project revisions, alterations & modifications.

These terms and conditions take precedence over terms and conditions contained in any document of the customer or elsewhere. Variation, waiver or a party’s consent to a departure from a provision of the terms and conditions will be ineffective unless in writing and executed by both parties.

Proposals

The proposal is a document outlining the components / features of a project and our best cost estimate given the information provided by the customer. Proposals are valid for 30 days from date of issue.

If additional information is forthcoming which changes the project brief or the scheduling (e.g. staff or equipment are unavailable, inclement weather), the proposal may be change.

Once we receive written electronic notification of your acceptance of the proposal, we will contact you to arrange a commencement date for the project.

Project Revisions, Alterations & Modifications

Any changes to the scope of the proposal will be considered a revision, alteration or modification. Depending on the nature of the change one of the following scenario's will apply:

1. A minor change to the project which doesn't alter the end cost. A revision will be made to the proposal but costs will not change (A maximum of 5 minor changes will be made at no cost, a \$50 alteration charge will be payable for every change after that)
2. A minor change to the project which does alter the end cost. A revision will be made to the proposal and the cost will be altered to reflect the changes. This cost will be invoiced at the completion of the project. A \$50.00 alteration cost will be incurred for each alteration after the fifth.
3. A large alteration to the scope of the proposal (generally greater than \$1500 in value). A new "proposal" will be raised (to supersede the original) outlining the new scope of the project.

All revisions, alterations or modifications will be priced according to the new scope of the project.

Project Schedule

A project schedule will be established according to the proposed scope of work and adhered to by the supplier and the customer. Where the customer does not adhere to a project schedule, final delivery dates will be adjusted accordingly.

Any costs arising from the change of schedule (Such as labour costs, equipment rental cancellation fees) will be charged with the final invoice.

Image Correction, Adjustments, Errors & Omissions

We advise that all images are carefully proofed. We are not liable for image corrections, adjustments, errors or omissions once a project proof sheet has been signed off.

Any additional image correction requested by the customer after proofing will incur a charge relating to labour costs and any other costs that may arise.

Invoicing & Payment

A Tax Invoice for the deposit payment will be sent upon acceptance of the proposal.

Our invoices procedure may be issued at our discretion in three ways:

1. One invoice for the whole amount of the proposal prior to commencing the provision of the goods and/or services, where we have not previously carried out work for you or where the whole amount is less than \$1600. We require full payment to secure the booking for your photography project.
2. Two invoices, the sum of which to equal the proposal amount where this is equal to or greater than \$1600. The first invoice (for a 30% deposit) to be paid prior to commencement of the project. The second invoice to be paid at completion of the project and prior to supply of the images and any goods.
3. Raise monthly invoices for costs accrued through that month. This is applicable for long projects that run for more than 4 consecutive weeks.

Any revisions, alteration and modifications that add work and cost to the project scope in the original accepted proposal will be invoiced in full separately. Alteration invoices will be issued either:

1. At the end of the project (For projects under \$1600
2. At the time of the alteration (For alterations that equate to more than \$500
3. On a monthly basis for long projects running more than 4 consecutive weeks.

Your invoices must be paid as and when due, according to the invoice due date. If your invoice is due but unpaid, we may withhold the provision of any further goods and/or services until the overdue amounts are paid in full. We have absolute discretion to apply any payment received from you to any amount owing by you.

Business Accounts

Customers that we have worked with previously (on at least three occasions) and demonstrated the ability to pay on time as stipulated on the invoice may be eligible for credit terms. Credit terms are to be issued at our absolute discretion. We reserve the right to withdraw credit facilities from any customer at any time.

Late Payments

Payment reminders will be sent at one week intervals from the invoice date. Invoices that remain unpaid at 4 weeks past the invoice date (overdue) will be handed on to our debt collection agency (Dun&Bradstreet Pty Ltd). All expenses, costs or disbursements incurred by us in the recovery of monies outstanding shall be paid by you.

Cancellation

Should you advise we can start work but then subsequently decide not to proceed, for any reason, we will invoice on a time and costs basis any expenses incurred up to the time of the cancellation notice.

Deposits will be refunded minus any costs to the date of the cancellation.

No Show

In the event that our photographer or a representative of Optique technologies travels to a location and the customer or representative of the customer does not arrive (No Show). Optique Technologies reserves the right to apply a “No Show” fee to cover any costs incurred. These costs include but are not limited to: Labour, travel, hire fees and any other cost resulting from the no show.

Postponements, re-shoots

Optique Technologies may opt to postpone a meeting or photoshoot based on the following scenarios with no cost to the customer:

- Inclement or photographically unsuitable weather conditions (for example, Rain, strong winds or smoke haze for outdoor photoshoots)
- Illness of the allocated photographer or representative if a substitute is unavailable
- Equipment failure not attributed to the customer.

Optique Technologies will contact the customer immediately when a postponement is necessary and an alternate date will be arranged.

A reshoot may also be necessary in the event of data loss. No cost to the customer will be incurred.

Termination

Either party may choose to terminate a project by written notice. An invoice will be sent for only the amount of time and any costs incurred by Optique Technologies up to the time of the termination notice.

Termination fees do not apply, costs will be calculated solely on time and expenses incurred to the termination date.

Property

We will take all reasonable precautions to safeguard the property and its contents you entrust to us. However, in the absence of negligence on our part, we are, to the fullest extent of the law, not responsible for loss, destruction or damage of such property.

Delivery

All Final Imagery will be delivered via an electronic download link, unless otherwise specified.

Images may be supplied on request on a USB flash drive or other external memory device. Memory drives may be supplied by the customer (No additional charge will be invoiced for this option) or Optique technologies may supply the drive in which case the cost of the drive will be invoiced to the customer.

All property you entrust to us can either be picked up from our photography studio or we can deliver it to you using Australia Post's regular mail. Alternatively, you may choose for us to arrange your products to be couriered to you by our preferred courier, at your expense.

Final Imagery

Delivery of the Final Imagery will include the published form of the images. Delivery of the final images and products will only occur once payment of all fees and expenses are received in full.

Image Licensing

Domestic projects up to \$3,000AUD:

You are granted an exclusive, perpetual, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use.

Domestic projects in excess of \$3000AUD will attract licensing fees as per commercial projects of that value.

Commercial projects up to \$6,000AUD

You are granted an exclusive, perpetual, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use. An initial licence fee of 15% of the invoiced amount applies + the estimated value of the “total media value” in which the images will be used.

Commercial projects from \$6,001AUD to \$10,000AUD

You are granted an exclusive, two year, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use and those set out in the proposal (the latter taking precedence) An initial licence fee of 10% of the invoiced amount + the estimated value of the “total media value” in which the images will be used applies. The license being renewable at a rate of 50% of the initial amount for a further 2-year period. Each subsequent 2-year renewal will be charged at a rate of 50% of the previous.

Commercial projects from \$10,001AUD to \$20,000AUD

You are granted an exclusive, two year, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use and those set out in the proposal (the latter taking precedence) An initial licence fee of 5% of the invoiced amount + the estimated value of the “total media value” in which the images will be used applies. The license being renewable at a rate of 50% of the initial amount for a further 2-year period. Each subsequent 2-year renewal will be charged at a rate of 50% of the previous.

Commercial projects from \$20,001AUD to \$50,000AUD

You are granted an exclusive, two year, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use and those set out in the proposal (the latter taking precedence) An initial licence fee of 3% of the invoiced amount + the estimated value of the “total media value” in which the images will be used applies. The license being renewable at a rate of 50% of the initial amount for a further 2-year period. Each subsequent 2-year renewal will be charged at a rate of 50% of the previous

Commercial projects from \$50,001AUD to \$125,000AUD

You are granted an exclusive, two year, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use and those set out in the proposal (the latter taking precedence) An initial licence fee of 2% of the invoiced amount + the estimated value of the “total media value” in which the images will be used applies. The license being renewable at a rate of 50% of the initial amount for a further 2-year period. Each subsequent 2-year renewal will be charged at a rate of 50% of the previous

Commercial projects from \$125,001AUD to \$500,000AUD

You are granted an exclusive, two year, assignable, irrevocable and unrestricted license to use and publish the Final Imagery in accordance with the terms outlined in Permitted Use and those set out in the proposal (the latter taking precedence) An initial licence fee of 1% of the invoiced amount + the estimated value of the marketing campaign in which the images will be used applies. The license being renewable at a rate of 50% of the initial amount for a further 2-year period. Each subsequent 2-year renewal will be charged at a rate of 50% of the previous

Example:	Invoiced amount (Creative fee)	= \$3,500
	Marketing campaign value	= \$6,500
	Total project value	= \$10,000
	Initial License fee (15% of total)	= \$1,500
	Renewal licence fee (at 2 years from initial invoice)	= \$750.00
	Renewal license fee (at 4 years from initial invoice)	= \$325.00
	Renewal licence fee (at 6 years from initial invoice)	= \$162.50

The license will valid from the date of payment of all fees due in full.

Ownership of Intellectual Property Rights

Unless otherwise provided, all intellectual property rights for the Final Imagery are our sole and exclusive property as and when they are created. Your rights in relation to the Final Imagery are set out in the Permitted Use section below.

Permitted Use

Domestic projects under \$3000AUD GST inclusive:

Subject to payment of all fees and expenses, you are granted an exclusive, perpetual, assignable, irrevocable unrestricted license to use and publish the Final Imagery. Under this license, we agree to license you to use the Final Imagery on the following terms and conditions below:

Commercial projects under:

Subject to payment of all fees and expenses, you are granted an exclusive, 2 year, assignable, irrevocable, unrestricted license to use and publish the Final Imagery. Under this license, we agree to license you to use the Final Imagery on the following terms and conditions below:

- unless specifically agreed, the license does not confer any intellectual property rights to the customer, except as a licensee;
- you indemnify us, and will keep us indemnified, against any loss, damage or claim arising in any way, whether directly or indirectly, from any breach of this license, or any claim by any third party in relation to your use of the Final Imagery.
- you must not use the Final Imagery so as to derogate or harm or adversely reflect on our reputation; and
- you must not represent that we have approved or endorsed you, your products or services in connection with the Final Imagery without our consent.
- The use of any final imagery which contains an Optique Technologies link, logo, contact information or any representation which associates Optique Technologies must not:
 - Be used for any illegal activity by (but not limited to) online, print, broadcast or other means of transmission or dissemination.
 - Promote or be associated with any illegal, derogatory, racist, sexist or socially unacceptable media.
 - Infer or imply that Optique technologies may in any way endorse a product, person, entity, idea, opinion or ideal without prior written consent from Optique technologies or one of its legal representatives.

Media created and supplied by Optique Technologies does not in any way reflect or otherwise indicate that Optique technologies endorsement of a product, person, entity, idea, opinion, ideal, belief or orientation.

Archive Retrieval

If you require additional copies of the any Final Imagery after delivery, we shall retrieve the information and forward it to you for an additional fee \$160 +GST.

Our use of the final Imagery

Notwithstanding anything above, we retain the right to use the final Imagery in our promotional and marketing activities, including participation in photographic competitions, use in photographic publications and electronic, printed or other portfolio use.

We will take every reasonable step to ensure that our intended usage of images of the customer's property will not in any way harm or effect their personal or business reputation.

Exclusivity

If you require us to work in exclusivity, a further fee will be agreed with you. This must be fully paid prior to commencement of work.

Have a question?

If you have a query about any of the above info, don't hesitate to contact us and ask.

We look forward to working with you!