

## 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](mailto:cdavis@mcw.com.au)

**Anthea Faherty**

Principal

Phone: (07) 3231 0645

Email: [afaherty@mcw.com.au](mailto: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<br>Other | 14 days<br>days |
| 6. How many times will the client be able to reschedule a photography session or event without penalty?  | 1<br>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 instalments                             |        |       |  |
| 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?<br>If yes, rate of interest   | Yes   | No     |       |  |

## RETURNING THIS FORM

After completing this form please either:

- print, sign, and fax it to McInnes Wilson Lawyers at (07) 3221 2921; or
- print, sign, scan, and email it to McInnes Wilson Lawyers at mcwonline@mcw.com.au; or

To print this form for signing click here:

To email this form to McInnes Wilson Lawyers, after confirming instructions below, click here:

## CREDIT CARD PAYMENTS

Please debit the following credit card for the supply of goods and services indicated on this application form.

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

Credit card:

Visa           Mastercard           American Express

Total Remitted: \$ \_\_\_\_\_  
                          plus credit card fee specified above

Expiry date: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_