

## Aura Creative House Photography / Videography Terms & Conditions

### **1. Definitions**

For the purposes of this agreement, "The Photographer/Videographer" is Kandis Quinn trading as Aura Creative House and "the Client" is You as the customer or the Business who is commissioning the work. "Images" means any images or video furnished by The Photographer/videographer, whether photographs, prints or other type of physical or electronic material, i.e. "Video".

These terms & conditions shall apply to the contract to the exclusion of any other terms & conditions put forward by the client.

### **2. Copyright and Ownership of Materials**

The entire copyright, title, and intellectual property rights of any Images will remain that of The Photographer/Videographer (Kandis Quinn) at all times throughout the world, in accordance with Section 5 of the Canadian Copyright Act 1(R.S.C., c. C-42) or any amendment or re-enactment thereof.

### **3. Right to a Credit**

The Photographer/Videographer asserts both her moral right to be identified as the author of her work and the right to a credit (where possible) is asserted. Please credit 'Aura Creative House'. On Social posts please credit @auracreativehouse\_ylw.

### **4. Use**

The client will have an appropriate period of exclusivity to publish the images to the exclusion of all other persons (For commissioned work only). However, the photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting her work. After any exclusivity period the photographer shall be entitled to use the

photographs for any reasonable purposes (unless otherwise agreed). Editorial work may be made available by the photographer to third parties after publication in the medium for which they were originally commissioned unless otherwise agreed.

### **5. Exclusivity**

The usage rights granted are personal to the Client and may not be assigned, nor may any image submitted to the Client be loaned or transferred to third parties (save for the purpose of the work by the Client of such reproduction/usage rights/PR).

The Photographer reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

The Photographer/Videographer retains the right in all cases to use the Images covered by this agreement at any time and in any part of the world for the purposes of advertising or otherwise promoting her work.

### **6. Client Confidentiality**

The Photographer/Videographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to her, save as to be reasonably necessary to enable the Photographer/Videographer to carry out her obligations in relation to the work

Any information or data is kept in accordance with data protection principles set out in the Personal Information Protection and Electronic Documents Act (PIPEDA)

### **7. Booking**

A booking is considered firm as from the date of confirmation and accordingly the Photographer/Videographer will, at her discretion, charge a fee for cancellation or postponement: 10 working days 25% of fee, 5 working days 50% fee, 48 hours 75% fee, 24 hours or less, 100% fee.

Once the Client has made a booking for a specific time and date and this

date/time has been Confirmed by The Photographer/Videographer, The Photographer /Videographer will not accept any other work from other clients for those times and dates.

### **8. Cancellation by the Photographer/Videographer**

The Photographer/Videographer will endeavour to put the Client in touch with another photographer in the event The Photographer/Videographer is unable to attend on booked date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc. In the event of such cancellation by The Photographer/Videographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid to the Photographer/Videographer by the Client at that time.

Covid 19 – The Photographer/Videographer cannot be held responsible for a cancellation or postponement of a commission due to a regional or national lockdown or having to self-isolate due to coronavirus.

### **9. Rejection**

Unless a rejection fee is agreed in advance, there is no right to reject the Images on the basis of style or composition.

### **10. Charges and Timings**

1. If the Photographer/Videographer provides a quotation to The Client, the fee will be charged at that agreed rate. The Photographer/Videographer generally requests a brief at the time of booking (via email or verbally).
2. Where extra expenses or time are incurred or needed by the Photographer/Videographer as a result of alterations to the original brief by the Client or otherwise at their request, the Photographer/Videographer will reserve the right to charge the Client extra expenses and fees.

3. If The Client changes the length of the job, the fee will increase as per the agreed hourly rate. If The Client is delayed or running late and the job runs into extra time again the fee will increase as per the agreed hourly rate. The Photographer/Videographer will make The Client aware of timings and should the work run into extra time they will make the client aware of this and the associated costs. There is a mutual understanding between The Client and The Photographer/Videographer that punctuality is important and respected by all parties.
4. If it becomes apparent when the job starts that it is much bigger or different job to the agreed brief it will be made clear to the Client that The Photographer/Videographer's fee may increase. If the Photographer/Videographer is unable to contact the client/payer of invoice at that time work will stop until contact has been made.
5. On the occasion that incorrect information is given by the Client regarding a booking (wrong location, wrong time etc.) or the Client fails to arrive at the agreed location/time, the full fee will be charged to the Client.
6. If on arrival at a booked job there is an issue (outside of the Client or Photographer/Videographer's control) such as bad lighting or restrictions are in use of where the shoot is taking place, a fee may be charged to cover time.
7. Quoted fees include mileage up to 50 miles round trip. Additional mileage will be charged at 45 pence per mile thereafter.
8. Any congestion charges, road toll charges, travel time, fuel, mileage and parking costs will be billed to the client as an expense and will be added onto the invoice.

## **11. Payment Terms and Payment**

Payment by the client will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days the Photographer/Videographer reserves the right to charge interest at the rate prescribed by both the TBCP and

the SACC contract clauses from the date payment was due until the date payment is made. PA late payment charge of 1.5% per month (18% annually) will apply to overdue invoices. Payment by e-transfer is preferred and bank details will be provided on the invoice.

## **12. Liability and Indemnity**

It is the Client who must satisfy him/herself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that The Photographer/Videographer gives no warranty or undertaking that any such rights, model releases or consents have been or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. In the event that the Image issued or reproduced by or with the authority of the Client does not have the necessary rights, releases or consents, then the Client shall indemnify The Photographer/Videographer against all expenses, damages, claims, or legal costs arising out of any such failure.

The Client acknowledges that The Photographer/Videographer is not a qualified health and safety professional or an expert in all business sectors. With this in mind the Client is ultimately responsible to ensure that all content complies with relevant health and safety laws and regulations specific to their industry and jurisdiction.

The Photographer/Videographer shall not be held liable for any damages, losses, or penalties arising from the failure of the content to meet health and safety standards. The Client agrees to indemnify and hold harmless the Contractor from any claims, liabilities, damages, or expenses (including legal fees) arising from or related to the content created under this agreement. At our sole election, the Photographer/Videographer may require the Client to enter into a specific Indemnity Agreement in our standard format before releasing any Image or media to the Client.

## **13. Archiving of Images**

All final images will be stored and archived by The

Photographer/Videographer for 1 year. If archived photographs are required after that time or additional storage time is required, an admin. fee may be charged. If The Photographer/Videographer loses images stored in archive or they are stolen, The Photographer/Videographer is not liable.

#### **14. General**

Promotion: The Photographer/Videographer may include your name and logo on their website, social media and general marketing materials related to the services that we provide. The Photographer/Videographer may also share stories of progress as part of our marketing strategy.

#### **15. Applicable Law**

This agreement shall be governed by the laws of Canada.

#### **16. Variation**

No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.