

## terms of service

Please ensure you have read the following terms and conditions carefully. By making a booking with Kerryn Whitzell Photography, you have agreed to be bound by the terms and conditions and form a legally binding agreement between you and Kerryn Whitzell Photography.

“Us” or “we” or “our” refers to Kerryn Whitzell Photography (A.B.N. 51 233 037 513).

“Images”, “photographs” or “marketing materials” refers to all imagery and intellectual property supplied by Kerryn Whitzell Photography whether in physical form or in an electronic format.

“You” means the client, or the client’s representative.

## bookings

Bookings may be made by email, instant message or phone and it is recommended that bookings be made at least 1 day prior to the preferred date.

All prices provided verbally or within our price list and are subject to change.

## property presentation

We are not responsible for the presentation of the property being photographed, and it will be photographed as it is presented.

Digital decluttering is available as an additional service in case the property is not well-presented.

## cancellation

If the photographer arrives at the property and finds the photography cannot be carried out for any reason, a \$75 call-out fee will be charged. Inclement weather conditions will most likely result in a reschedule, a phone discussion will be held between the Client and the photographer to determine this. No fee will be charged for a reschedule due to inclement weather.

## copyright

We retain the copyright of any images and marketing materials supplied by us, however, you are granted a license to use the images and marketing materials for the purpose of advertising the subject property for sale or rent. The licence may not be transferred to another agent, agency or business until Kerry Whitzell Photography has provided permission in writing.

The images and marketing materials supplied by us are not to be re-sold, leased, or provided to any other third parties (not including supply to the property owner as a memento) without our written permission.

## promotional use

We retain the right to use the images for purposes of marketing and promotion of the business and its services including on websites, printed materials, and social media platforms. We may resell the image rights to third parties and other real estate agents.

The images, photographs and content on our website and social media sites are protected by Australian and International copyright and trademark laws. All images, photographs and content on our website and social media sites cannot be used in any way by a third party without the express written permission of Kerryn Whitzell Photography.

## photography

Proof images will not be provided unless Kerryn Whitzell Photography has agreed to do this, and an arrangement has been made between the client and Kerryn Whitzell Photography prior to the shoot and at the time of booking. This will also affect the time of delivery of final images and should be discussed with us and an agreed delivery date of final images confirmed.

If the client cannot be present at the shoot, we hold no responsibility for missed shots, incorrect angles or the client's/vendor's dissatisfaction with final images. With no client present while the photography services supplied by Kerryn Whitzell Photography are taking place, this constitutes a client's agreement and permission for our photographer to use their own professional and creative discretion when taking photographs of the property and relevant areas. Any requests for a re-shoot based on the client's dissatisfaction of the images supplied for any reason will incur a fee.

We will require the client to be onsite for the whole shoot if a property is occupied by tenants. This is non-negotiable.

We will require the client to be onsite for the whole shoot if it is the first time working together to ensure your

expectations are communicated to us and we get the shots you need.

We do not pick up keys unless it has been organised prior to the booking time and we have time in our schedule to do so. This will incur a fee.

## floor plans

We include in the floor plans external areas that are connected to the house and are usable (covered) areas. Usable areas include balconies, courtyards, decks, verandas, patios and terraces but excludes pathways, walkways and landscaping.

Site plans are an optional extra which will attract an additional fee and are not included on our floor plans as standard. These must be arranged as a separate service and requested at the time of booking.

Kerryn Whitzell Photography accept no liability for the accuracy or details contained in our floor plans.

Our floor plans are drawn and checked to the best of our ability for accuracy, however the ultimate responsibility remains with you to ensure all details are correct before proceeding with marketing or advertising.

Information contained in our floor plans such as floor areas are approximate and have not been surveyed or drawn to scale. Therefore, you and/or prospective buyers should rely on your/their own enquiries before making any decisions. Floor plans are not suitable for lease registration, architectural or building purposes. They contain no structural

or engineering information and are for marketing purposes of the property only.

Our floor plans are for representational and indicative purposes only and should be used as such. If structural or detailed information is needed our floor plans should not be used.

## additional fees

Properties located outside of a 30km radius of our Mooloolaba office will incur a \$35 travel fee.

## supply

We aim to provide images and marketing materials by close of business the following business day, however some services such as virtual staging and advanced digital decluttering will be provided within 48-72 hours after attending the property due to the time required in post-production.

Images are provided in both high-resolution and low-resolution file sizes for your convenience. If you require your company logo on the images, please provide us with a digital copy of your company logo.

Files are available for 30 days via the link provided. It is the responsibility of the client to download and save and back-up the files.

## payment

Businesses and agencies will be provided with an invoice within five days of the completion of the photo-shoot or provision of marketing materials and are required to be

paid within 14 days of the date of the invoice. Other payment terms can be negotiated if necessary. Private sellers are required to pay the full amount on the day of the shoot.

## indemnity

Kerryn Whitzell Photography is not liable for any damages, claims or legal action resulting from the publication of any images and marketing materials provided by us and used by the client. The client shall indemnify Kerryn Whitzell Photography against any claims and damages that are the result of the client's or vendor's use of the images.

Please note that we may digitally enhance the images during the post-production process. This typically involves sky replacement, adjustments to brightness, colour correction, removal of clutter and enhancement of grass. The client accepts full responsibility for any legal action, claims or damages resulting from this post-production process and any special requests made by the client or vendor.