

UP YOUR DATING GAME

PHOTOGRAPHY & VIDEOGRAPHY TERMS & CONDITIONS

The Terms & Conditions stated below must be agreed upon prior to any payments (Payments are stated in the invoices you receive from Up Your Dating Game). This agreement will only become effective once the payment has been made between the client (identified in the invoice) and Up Your Dating Game. This agreement will supersede any prior agreements which were verbal or written.

FEES & DEPOSIT

A 50% deposit is required to lock in the date and time of the photo/video shoot. The remaining 50% will be required after the shoot is over and the photos/videos will be handed over once the full amount has been paid.

We reserve the right not to arrive to the location of the shoot or hand over the photos/videos until the fees at their due times have been paid in full. The deposit is not refundable.

FORCE MAJEURE

Up Your Dating Game are not responsible for performing what has been outlined in the Statement of Work if it has become impossible due to circumstances beyond reasonable control. These circumstances include and is not limited to natural disasters, fires, extreme weather, rain, emergencies, crime, health concerns and violence. In such circumstances, Up Your Dating Game will be under no obligation to refund the Deposit or Invoice.

COPYRIGHT

Clients are only allowed to use photos/videos taken by Up Your Dating Game for private, domestic and personal, and limited commercial use (website, social media and advertising) only. Clients must have written consent by Up Your Dating Game if they wish to sell the photos/videos for a profit. Up Your Dating Game reserves all moral rights attached the photos and the client is not allowed to alter the images in any way, apart from basic cropping. If the client wishes to alter the images or video, they must attain written approval from Up Your Dating Game. If the client decides to post photos/videos taken by Up Your Dating Game on social media, they must give credit to Up Your Dating Game in the form of a tag to Up Your Dating Game profile (@upyourdatinggame) or a link to the website: www.upyourdatinggame.com.au

EDITING PROCESS

Up Your Dating Game have a style of editing which is constantly changing. The client must understand our current style of editing might differ from previous work we have conducted in the past. Our editing consists of cropping, colour grading, exposure compensation, music synchronisation and addition of subtitles which is done in Adobe Lightroom, Photoshop and DaVinci Resolve.

For photography our quoted pricing does not include advanced editing such as adding or removing items in the image and individual edits on parts of the photo. If the client requires advanced editing, this will be charged at \$50/hr on top of the quoted price.

For videography our quoted pricing does not include advanced editing such as 3D motion graphics, animations and special effects. We do not provide this service.

Up Your Dating Game is also not required to edit every single RAW photo and video that was taken on the shoot. Only the best photos and videos taken on the shoot will be edited and handed over to the client.

USE OF IMAGES & VIDEOS

Up Your Dating Game has the right to use any of the photos and videos taken on the shoot for social media, use on the website and for advertising purposes. If the client does not wish for the photos/videos to be used in any of these ways, they must inform Up Your Dating Game in writing.

STORAGE

Up Your Dating Game will keep your edited and RAW files on a local hard drive for a maximum of 2 years.

DELIVERY

Up Your Dating Game will supply the photos/videos to you via a secure online gallery or link to a cloud platform like Dropbox.

Once the photos have been uploaded to the secure gallery, we will provide you with a password so you can securely view and download the images.

USB drives are not included in the delivery of the photos/videos. If the client would like the photos to be handed over in a USB, this will be charged at an extra cost.

ATTENDANCE

If a photographer/videographer is unable to attend the shoot due to unforeseen circumstances such as an emergency, poor health, injury or death; Up Your Dating Game will try to find a replacement given enough reasonable time.

HANDOVER TIMELINE

The estimated time required for us to handover the edited photos is 14 days.

The estimated time required for us to handover the edited video is 14-30 days.

LOSS OR DAMAGE

Certain things which are beyond our control such as equipment failure and damage or loss of digital files will result in a limited or full refund of the final payment of the work that was invoiced by Up Your Dating Game under this agreement.

COVERAGE

Up Your Dating Game will try to capture as many photos/videos as reasonably possible within the time limit that was stated in this agreement.

CLIENT COOPERATION

The client will be responsible for their actions and any guests' actions in the shoot. Up Your Dating Game will not tolerate any verbal, mental, physical abuse or damage to professional equipment. In the result of any abused or damage suffered by Up Your Dating Game the photographer/videographer will leave the shoot immediately and no refunds will be granted.

MODEL RELEASE

The Client grants and assigns Up Your Dating Game, the permission and unrestricted right to use and publish any photos/videos taken in the shoot for advertising, social media, websites, trade and commercial purposes and in any format. The client releases Up Your Dating Game of any claims and liability relating to any of the photos/videos taken on the shoot under this agreement.

RIGHT OF WITHDRAWAL

Up Your Dating Game has the right to withdraw its services without refund if the client does not cooperate, has changed the location, facility or time of the shoot, missed communications, and unpaid or late payments.

EXTRA HOURS

Clients are limited to the time booked in the agreement for the shoot. If the client wishes to extend the time for the shoot, they will be charged at \$150-200/hr (includes editing). The additional fee will be invoiced after the shoot and the photos/videos will only be handed over when all payments have been satisfied.

STATEMENT OF WORK

We've prepared the price quote based on everything that we have discussed, including any correspondence via email, in-person, or phone calls. The breakdown is outlined in the Statement of Work document which includes the scope of work, project objectives, tasks, deliverables, certain terms, conditions and requirements as well as payment of the project. We are only responsible for the items outlined in the Statement of Work. Items not included in the Statement of Work are not part of the project nor have they been included in the quoted cost.

SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Western Australia. You and Up Your Dating Game submit to the non-exclusive jurisdiction of the courts in and of Western Australia in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.