

## Background

Collabarts and the Client enter into this Agreement to set out the terms and conditions upon which Collabarts will supply media assets to the Client.

## Terms & Conditions

### 1. Definitions

#### 1.1. In this Agreement:

- (a) terms that are defined in the Details at the front of this Agreement have the same meaning given to them in the Details; and
- (b) **Client** as referred to and specified in page one of this Agreement;
- (c) **Collabarts** means the applicable entity which produces media and advertising deliverables to the Client being Collabarts ABN 20347414952.
- (d) **Creative Brief or Brief** means a detailed document signed by Collabarts and the Client regarding the scope and nature of the services.
- (e) **Design work** includes but is not limited to logo design, packaging design and flyer design.
- (f) **GST** means goods and services tax within the meaning of *A New Tax System (Goods and Services Tax) Act 1999*;
- (g) **Hire Details** means any document or communication by which JK confirms the on-hire of a Staff member;
- (h) **Media Services** includes but is not limited to photography, video production and design works;
- (i) **Partners** mean Collabart's hires contractors that it and pays outside of its payroll.
- (j) **Party** means either Collabarts or the Client (depending on the context) and **parties** means both of them;
- (k) **Products** mean the Client's products handed to Collabarts for the purpose of photography or video.
- (l) **Project Deliverables or Deliverables** means the deliverables that Collabarts provide for the client such as photos, videos and design works.
- (m) **Project** means the bulk of the services the Client is engaging with Collabarts at the same point in time. This can include a combination of all services or several deliverables in one service.

- (n) **Rate** means the rate payable by the Client to Collabarts for each project purchased by the Client;
- (o) **Services** means the services provided by Collabarts to the Client under this Agreement;
- (p) **Set** means the location of the shoot where Collabarts sets-up equipment and designs for the shoot.
- (q) **Shoot** means a photography or video shoot and filming. This can happen on location or in studio.
- (r) **Talent/s** means any person that has their face or audio recording in the final project deliverables, inclusive of but not limited to models, voice over artists, actors, interviewees and hosts.

#### 1.2. Interpretation

In this Agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any gender includes a reference to all other genders;
- (c) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (d) all monetary amounts are in Australian dollars; and
- (e) headings are inserted for convenience only and do not affect the interpretation of this Agreement.

### 2. Services

- 2.1. On reasonable notice and subject to availability, Collabarts will provide media services according to the needs and specifications of the Client for the Client's purposes;
- 2.2. Collabarts reserves the right to decline and move a booked or paid service if the situation is deemed harmful for Collabarts' staff and equipment. This includes but not limited to weather elements, unsafe locations, and abusive clients.
- 2.3. Collabarts will detail the scope of the services on the Creative Brief and the Client will declare their agreement by signing the Creative Brief. Production will only begin once the Creative Brief is signed and approved. Collabarts reserves the right to cancel or move a shoot if the Brief has not been signed or approved by Client.

### 3. Photography

- 3.1. Collabarts will capture and provide digital photos as deliverables for a photography service.

- 3.2. Collabarts will deliver edited photos to the Client. Requests for RAW photos will come with an additional fee.
- 3.3. Collabarts may show more photos than what is agreed in the Brief. The Client will choose the best ones to download according to the number of photos agreed upon. If the Client chooses more photos, Collabarts will bill additional fees.
- 3.4. For location and event shoots, anything more than the scope detailed in the Creative Brief that is requested on site will be charged at an additional fee. If the shoot goes overtime, overtime fees will automatically reflect on the invoice.

#### **4. Video Production**

- 4.1. Collabarts will capture and provide edited videos as deliverables for a photography service.
- 4.2. Licensed music will be included in the delivered video. Collabarts has a subscription with music libraries that provide licensed music for commercial use. Any social media sites can track similar music to what Collabarts has used for Client projects. This means multiple people will have the same license as the Client for the music used in the video.
- 4.3. An event shoot is not secured until a deposit is made by the Client. Payment should be made within 48 hours of the shoot date.
- 4.4. For location and event shoots, anything more than the scope detailed in the Creative Brief that is requested on site will be an additional fee. If the shoot goes overtime, overtime fees will automatically reflect on the invoice.
- 4.5. Talent is expected to have run through and practiced their parts and scripts to make the shoot run as efficiently as possible.

#### **5. Design**

Collabarts will provide digital design work as project deliverables to the Client.

#### **6. Booking and Timelines**

- 6.1. Collabarts must, as soon as practicable, provide a Creative Brief setting out any further details of the project, including the Rate, any agreed Duties, project deliverables and/or other applicable details.
- 6.2. Creative Briefs must be read, approved and signed by the Client before proceeding with the project. Production will not start and may be cancelled in the event the Client is delayed in approving the Creative Brief.

- 6.3. Any further work requested by the Client that is out of the scope in the Creative Brief will be billed by Collabarts. Any further work completed by Collabarts outside the scope of the Creative Brief will be communicated to the Client, where works outside of the scope of the Creative Brief will be discussed with the Client.

- 6.4. Timelines are flexible and can be changed with regards to many factors along the way. Changes to the timeline will be communicated by Collabarts and will heavily depend on the Client's response to revisions and approval.

- 6.5. The turnaround dates provided by Collabarts is for the initial delivery of the project prior to revisions. Each round of revisions will extend the final submission date. Turnaround days are counted in business days.

#### **7. Revisions**

- 7.1. All projects include two (2) rounds of revisions, which means on two occasions the Client can request revisions by Collabarts.
- 7.2. These revisions may involve reshooting and re-editing in accordance with the mutually agreed-upon terms.
- 7.3. Any revisions requested after two (2) rounds will incur an additional fee.
- 7.4. In cases when revisions require a complete change from what is agreed in the Creative Brief, this will be considered a new project and will have to be paid in full prior to commencing with the new project.

#### **8. Deliveries**

- 8.1. Collabarts delivers edited and finished project deliverables such as photos, videos and design. Any requests for RAW photos, videos and project files will attract an additional fee.
- 8.2. Once the initial deliverables are ready, Collabarts will send the final invoice to the Client and must be paid in full for it to be delivered to the client. Collabarts will hold to its promise on Revisions if the Client requests any.

#### **9. Copyrights and Trademarks**

- 9.1. Collabarts retains the copyright to its creative works and assets produced for clients. Upon receipt of full payment for the project, Collabarts will grant the client a commercial license for the use of their Project Deliverables. The specific terms of this license will be based on the mutually agreed-upon terms.

- 9.2. Collabarts reserves the right to use Client's creative works with no limitation on their use for marketing and publications. The Client permits use of previous versions to publish as a creative concept work in Collabarts websites, social media channels and any publications.
- 9.3. Collabarts and the Client retains all copyright signed by the Talents as permission to use their faces and voices with no limitation on their use in marketing and publication.
- 9.4. The Client grants Collabarts permission to use client's trademarked products with no limitation as part of the video, photo and design work created by Collabarts. The Client grants permission to any publications done by Collabarts where their products are visible and present.
- 9.5. Collabarts absolves any responsibilities and obligations to request permission from the crowd during an event shoot requested by the Client. The Client holds the responsibility to inform or gather permissions from a crowd during an event.
- 9.6. The Client reserves the right to publish the deliverables first before Collabarts does. In the event client decides not to publish the creative work, Collabarts retains its rights to publish and use the work for marketing and publication.

## 10. Damages

- 10.1. The Client and talent is liable for any and all damages as part of the project, with any damages payable by the Client.
- 10.2. The Client grants Collabarts permission to tamper with their products used for shoots to achieve the effect Collabarts delivers as a creative work for the Client. Collabarts may drill or use glue guns and other chemicals to the product to achieve the desired effect stated in the Creative Brief.

## 11. Payment and Cancellations

### 11.1. Deposits

The Client must pay a deposit to book the project in advance of it commencing. Event shoots are booked once the deposit is received.

### 11.2. Payment Instalments

- (a) \$2000 to \$5,000 projects can be paid 50:50 meaning:
- (i) 50% in deposit; and
  - (ii) 50% once the deliverables are ready.
- (b) Projects that cost more than \$5,000 can be paid 60:30:10 meaning:
- (i) 60% on deposit; and

- (ii) 30% prior to production commencement; and
- (iii) 10% once the deliverables are ready.

### 11.3. Payment Plans

Collabarts understands organisations have specified times to pay for invoices. Collabarts will work with the client to specify in the Payment Agreement agreed times for payment. Failure to pay at agreed times as specified in the Payment Agreement will result in late fees.

### 11.4. Refunds and cancellations

- (a) Deposits are only fully refundable when Collabarts makes the cancellation;
- (b) Collabarts will cancel the project if there is any disorganisation and breach of contracts without refunds.
- (c) When the client cancels within 48 hours prior to start of the project, Collabarts will refund 50% the amount paid minus incurred bank and any other transaction fees.
- (d) Should the client decide to cancel the project subsequent to the commencement of any work, they shall not be eligible for a refund.
- (e) In the event of client dissatisfaction with the project, Collabarts shall undertake efforts to amicably address the matter through two rounds of revisions, which are encompassed within the scope of every project. In circumstances where Collabarts declines to undertake a reshoot or reediting, Collabarts is committed to refunding 50% of the deposit to the client. It is important to note that complete refunds will not be entertained once work has commenced.

### 11.5. Conversion Fee

Prices are all in Australian Dollars, where all fees should be paid in Australian Dollars. Should the client pay in a foreign currency, the client may incur fees from their bank which is at the sole expense of the Client.

### Additional payment obligations

The Client must pay or compensate Collabarts for any mandatory payments, charges, taxes or levies which are introduced after the date of the Creative Brief, and which become payable by the Client on top of the agreed fee in the Payment Agreement.

### 11.6. GST

The Client must pay, in addition to and at the same time and in the same manner as all other amounts are payable, any applicable GST of ten percent (10%).

## **12. Privacy**

Collabarts will retain any private information securely and confidentially the Client provides as part of the project until the project is complete and published by the Client.

## **13. Safety**

### **13.1. Shared obligation**

- (a) Collabarts and the Client have the responsibility to create a safe space for everyone involved in the shoot. Collabarts or the Client have the right to cancel or delay the shoot if anything jeopardises the safety of any parties and/or talent in the shoot.
- (b) Use of dangerous chemicals and materials during the shoot will need to have an Occupational Health and Safety Plan (OH&S) drafted by Collabarts and signed by the client and/or the talent. Failure to adhere to the OH&S Plan can result in a breach of contract.

### **13.2. Client obligations**

The Client must:

- (a) consult and cooperate with Collabarts on matters of work health and safety;  
ensure a safe work environment when requesting Collabarts to travel to their office or any other location assigned by the Client;

immediately inform Collabarts of any new, unusual or additional risk or practice, change in risk control measures, site or working conditions that may present a hazard to Collabarts and its Staff;

- (b) obtain Collabarts' prior approval of any change of location at which shoots are to be performed; and
- (c) permit Collabarts' representatives to have access to any site for the purposes of assessing the Client's compliance with this clause.

Collabarts may immediately cancel and terminate the shoot or project if Collabarts forms the view that the Client has failed to comply with any of its obligations under this clause and within this Agreement.

## **14. Release and indemnity**

14.1. Collabarts is not liable to the Client or any person claiming through the Client or any loss or damage whatsoever, or howsoever caused, arising directly or indirectly in connection with this Agreement, except to the extent that such liability may not lawfully be limited or excluded.

14.2. The Client indemnifies and holds harmless and continues to indemnify and hold harmless Collabarts against any claim, cost (including legal costs on a full indemnity basis), liability, suit, cause of action, damage or loss whatsoever.

## **15. Governing Law**

The laws of the State of Victoria apply to this Agreement.