

SERVICES CONTRACT

This is a legally binding Contract and is to constitute an order for services between the following parties:

Parties:

Inview Studios

And

_____ (The Client/s)

OVERVIEW

This Contract is being entered into by the abovementioned party/ies for the purposes of Inview Studios providing the Client with photography and/or videography services for the Clients event mentioned in the package particulars on page 2.

CHECKLIST

Please ensure you have ticked all the following items off the checklist before signing and sending this Contract to Inview Studios:

- Filled in your name on page 1
- Filled in your name, contact details and event details in the package particulars on page 3
- Indicated the number of staff and hours required in the package particulars on page 3
- Indicated relevant formats (std./ext. highlights, extended coverage etc.) and any extras in the package particulars
- Paid deposit
- Understood all terms and conditions outlined in this contract
- Placed your initials at the bottom of each page
- Signed the final page

PACKAGE PARTICULARS

CLIENT AND EVENT(S)

The Client: (Name)			Contact number:		
Clients address:					
Other contact details:					
Location(s) of event:					
Date of event:		TOTAL HOURS	PRICE:	(\$)	
Start time:			Additional:	(\$)	+ \$ = \$
Finish time:			Deposit:	(\$)	
Type of event:			Balance:	(\$)	
Services Included:					
Medium(s):	USB x	Other:			
Online material:	Website (Photos)	Website (Video)	Social Media (Facebook, Instagram, Pinterest and Tumblr)		

CAMERA OPERATORS

Staff #	Services	Start Time	Finish Time	Total Hours	Notes
1					
2					
3					
4					
5					
6					

VIDEOGRAPHY DETAILS

Video Resolution:				
Continuous/Extended Coverage: (EXTRA CHARGE)	Bride Preparation	Dancing		Groom Preparation
	Location(s)			Other:
Highlights:	Standard	Extended (EXTRA CHARGE)		
If DVD length > 2:15hours	Split into two discs	Edit down to 2hrs 15min		
Full Feature:	Separate/Individual	Incorporated with highlights		

OPTIONAL EXTRAS (EXTRA CHARGES APPLY)

Live Stream	Res:	Wi-Fi for guests
Same Day Edit		30 Second Sneak Peek
Aerial Videography	Locations:	Photo Colour Conversion Photos:
Pre-Wedding Video		Blu-Ray / HDD
Prints	Sizes:	Canvasses Sizes:
Low resolution disk?		
PHOTO ALBUM		
Type (Standard/Wedding):		Photo cover (for standard):
Pages:		Design layout (client/designer):
Box:		Size:

Pre-event services:		
Additional products:		
Contractor meals:	Yes	No. (Staff will be given a break depending on time & hours worked)
Other notes:		

EVENT RUN SHEET

Please fill out the event run sheet with as much information as possible. An example event run sheet has been shown below.

Time (start – finish)	Location/Type	Address	Info
E.g.: 11am-12am	Bride	10 John St Smithtown	
E.g.: 12:30pm-1pm	Groom	12 Phillip St Phillipson	
E.g.: 2pm-3pm	Ceremony	St Marys Church – 1 Mary St Maytown	
E.g.: 3:30pm-5pm	Location Shots	Martin Place	
E.g.: 6pm	Reception	Grand Ballroom 1 George St Georgetown	Enter @ 6:30pm
E.g.: 7pm	Reception		Mains
E.g.: 7:30pm	Reception		Speeches
E.g.: 8pm	Reception		Cake + Waltz
E.g.: 11pm	Reception		Finish
Notes:			

TERMS AND CONDITIONS

- 1.1 AGREEMENT** This Services Agreement Contract (Contract) constitutes an order for services, including the taking of photographs and/or recording of video as agreed to by Inview Studios and the Contracting Party/ies (the Client). This agreement is for the services and operators listed in the package particulars only.
- 1.2 PREVIOUS AND FUTURE CONTRACTS** This Contract replaces any previous Contract(s) and/or Contract Amendment(s) made whether written or verbal. Any future Contract(s) and/or changes to this Contract must be made in writing either on a new Contract or on a Contract Amendment form and signed by both parties. If the Client is in possession of a blank unsigned contract that is outdated by this Contract then that Contract will be deemed void.
- 1.3 DEPOSIT** The Client shall make a deposit to retain Inview Studios to perform the services specified above in the package particulars. The deposit shall be applied to reduce the total cost of products and services rendered by Inview Studios and the Client shall pay the balance due as per Section 4.3. The Client is to pay the deposit amount at time of signing. No services, including any pre-event services will commence without payment of a deposit. The time and date of the Clients event will remain available to Inview Studios for alternative bookings until such time Inview Studios has received the Clients deposit and signed Contract.
- 1.4 CANCELLATION** The Client understands that the terms set out in this Section apply to all cancellations, depending on the amount of days between signing this Contract and the event date.
- If the Client, for any reason, shall cancel this Contract:
- Ninety one (91) or more calendar days before the event date, all payments made to Inview Studios shall be refunded in full.
 - Between thirty one (31) and ninety (90) calendar days inclusive before the event date, Inview Studios shall retain an administration fee and the balance will be refunded to the Client. The administration fee is calculated to be the lesser of AUD220.00 or the total of all payments made. Should the total of payments made fall below AUD220.00, the entire amount paid is non-refundable.
 - Within thirty (30) calendar days (inclusive) of the event date, all payments made to Inview Studios become non-refundable.
- In the unlikely event that Inview Studios cancels this contract, all payments made by the Client to Inview Studios will be refunded in full.
- 1.5 RESCHEDULE/DELAY** If the Client, for any reason, shall change the event date to a new date and/or time, or the Client delays their event confirmation, the Client understands that:
- The availability of all Inview Studios staff may change
 - Should Inview Studios not be available during the event date and/or time, the refund amount is still subject to Section 1.4
 - The package price may change to reflect Inview Studios' pricelist relevant at the time. Unless a Service Contract has been signed and a price agreed to, Inview Studios reserves the right to alter its prices at any time and without notice.
 - Confirmation, deposit and availability are still subject to Sections 1.3 & 1.7.
- 1.5 EMPLOYEES** Inview Studios ensures all its employees will carry out services to the best of their abilities. Inview Studios will always do its best to place at least one staff member on standby in the unlikely event a staff member booked is unable to fulfil his or her obligations on the event date. The Client understands that a placing a staff member on standby may not always be possible. Inview Studios staff will also ensure they are comfortably dressed to carry out their work, whilst retaining a professional appearance.
- 1.6 ASSISTANTS** From time to time, Inview Studios may include an assistant for no extra charge. The Client understands that:
- For assistants provided at no additional charge, the Client understands that:
- The assistant is not required to perform any duties unless directed to by Inview Studios staff
 - Inview Studios will use its discretion as to what, if any, tasks the assistant shall perform
 - The assistant does not require a meal unless agreed to by the Client and the Client is made aware of the assistants inclusion
 - The assistant is not required to be present at the event
- Should the Client wish to book an assistant for an additional charge, the Client understands that:
- The availability of the assistant will only be confirmed should additional charge be paid, provided an assistant is available for the date and time of the event
 - The assistant is not a secondary photographer or videographer and is present only to provide assistance to the lead operator. Additional photographers or videographers will incur additional charges.
 - The assistant's meal is subject to Section 1.10
- 1.7 STAFF AVAILABILITY** Inview Studios will not be held liable for any changes to staff availability in the event that:
- the Client is late in paying a deposit or signing this Contract
 - the Client is late in confirming or reconfirming the event booking
 - the Client changes the date and/or time of the event
 - the Client does not confirm the original date and/or time of the booking
 - The Client does not confirm a change in date or time of the booking

Should Inview Studios' staff availability change or the Client not confirm a booking, an alternative arrangement

and/or cost can be agreed to by both parties for any reduced or nil coverage. Any refund is still subject to Section 1.4, regardless of the reason for the change or cancellation.

- 1.8 LEAD TIMES** Inview Studios makes every attempt to provide the Client with the final product as soon as practicable. The Client understands that these lead times can vary depending on the package selected and Inview Studios' workload at the time. The Client understands that these lead times will be extended in the event of package changes by the Client, payment delays by the Client or delays by third party companies. Lead times will not be shortened unless an urgent delivery is requested as per Section 1.9 and relevant extra charges paid. Inview Studios will advise the Client of the expected lead time prior to the commencement of the editing phase.
- 1.9 PRIORITY EDITING** Should the Client require any part or all of the package delivered earlier than the advised expected lead time, and the request is not considered a "sneak peek" (section 1.10), the Client understands that the following extra charges will apply:
- a. Highlight Video, an additional AUD450.00 is payable
 - b. Photos (> 10 photos), an additional AUD35.00 is payable per photo
 - c. Full length Video, an additional AUD900.00 is payable per photo
- Any priority editing will not commence and products will not be delivered unless the extra charges above and any outstanding payments in Section 4.3 are paid in full and the urgent request is made in writing by signing a Contract Amendment. This Section will be subject to Inview Studios' workload at the time.
- 1.10 SNEAK PEEK PRODUCTS** Should the Client request a sneak peek video or photo(s), the Client understands that:
- 1.10.1 SNEAK PEEK VIDEO:**
- a. A video is considered to be a "sneak peek" video if its duration is no longer than sixty seconds
 - b. A sneak peek video will incur an additional payment of AUD300.00, payable immediately
 - c. A sneak peek video will not be released until all outstanding payments have been made
- 1.10.2 SNEAK PEEK PHOTOS:**
- a. A collection of photos is considered to be "sneak peek" if the total amount of photos provided is no more than ten
 - b. A collection of sneak peek photos will incur an additional payment of AUD200.00, payable immediately
 - c. A collection of sneak peek photos will not be released until all outstanding payments have been made
- 1.11 CONTRACTOR MEALS & TABLE** In order to properly organise ourselves and backup files, it would be preferable to have a crew table made available to us so that we have the necessary space required. Inview Studios would appreciate if the Client liaised with the venue to arrange a table and chairs for all operators.
- The Client must inform Inview Studios prior to the event if any meals will be provided to Inview Studios staff members including assistants. Should a meal not be provided, and the Inview Studios members be working during lunch or dinner, the Client understands that:
- a. the Inview Studios staff members will be given a reasonable break time to purchase and eat their own meals
 - b. Inview Studios will not be held liable for any coverage not obtained due to Inview Studios members being on a break for lunch or dinner
- 1.12 SAFETY** Inview Studios reserves to right to terminate coverage and leave the location of the event(s) if an Inview Studios staff member experiences inappropriate, threatening, hostile or offensive behaviour from any person(s) at the event(s); or in the event that the safety of the Inview Studios staff member is in question
- 1.12 DATA LOSS LIABILITY** In the unlikely event that any amount of digital files have been lost, stolen, or destroyed for reasons beyond Inview Studios' control, including but not limited to camera, hard drive, or equipment malfunction, Inview Studios' liability is limited to the return of payments received for the event(s) based on a prorated amount. This pro-rata amount will be based on the formula $(Service\ Cost / Total\ Number\ of\ Minutes\ Booked) \times Total\ Number\ of\ Minutes\ Lost$; where the Service Cost relates to the breakdown in cost of photograph and/or videography minutes. Inview Studios shall bear no further liability in respect to this limitation.
- 1.13 LOGISTICS PAYMENTS** The Client understands and agrees that should Inview Studios be required to park their vehicles or gain access to a property where a fee is payable, the Client shall pay for all such fees. The Client understands that parking on-site (such as a hotel in the CBD) ensures Inview Studios staff members are on-time to provide the coverage contracted. The Client understands that should Inview Studios not be required to park on-site, Inview Studios bears no responsibility for staff members running late due to traffic or parking issues.
- 2.1 CONSULTATION** The Client is entitled to a free pre-event consultation within the Sydney metropolitan area before the event, in order to discuss, agree upon and finalise all event details.
- 2.2 EXCLUSIVITY** It is understood that Inview Studios will act as the sole and exclusive photographer and/or videographer for this event. Guests may take amateur photographs/videos as they wish without obstructing Inview Studios' area of operation. Inview Studios will not be liable for guests and their possessions (such as phones, cameras and tablets) obstructing Inview Studios' field of view and subsequently being visible in the final product.
- 2.3 RESERVATION** Upon receipt of your deposit, Inview Studios will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the reservation deposit is non-refundable, even if the date is changed or the event cancelled for any reason; including acts of God, fire and/or extreme weather.
- 2.4 COPYRIGHTS** Whilst Inview Studios gives the Client permission to print, copy, enlarge and distribute its product, Inview Studios will always own the copyright to the product. Edited images or videos may not be re-edited or sold. Unless otherwise

specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of Inview Studios and may be used for advertising, display or any other purpose thought proper by Inview Studios as per Section 2.6.

2.5 RAW FILES COPYRIGHT

Inview Studios does not issue any RAW files to Clients. In the case that Inview Studios is contracted to capture an event and hand over the RAW files without editing the files, the Client understands that:

- a. Inview Studios will retain ownership of all copyrights to the file in its unaltered state
- b. Should the Client or any other person edit or alter a RAW file, Inview Studios will remain the owner and taker of the photograph or video however Inview Studios will not claim ownership to an edited or altered file.
- c. All RAW file requests must be made by signing a RAW Files Waiver form.
- d. Inview Studios will provide the files as soon as practicable after the event.
- e. All references to editing in this contract and all other contracts are to be ignored.

2.6 ADVERTISING

Unless the Client refuses to give consent to Inview Studios (as per Section 10.1), the Client hereby assigns and grants Inview Studios and its legal representatives the irrevocable and unrestricted right to use and publish photographs and/or videos of The Client or in which The Client may be included, for editorial, trade, advertising marketing or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Inview Studios and its legal representatives and assigns from all claims and liability relating to said photographs and videos. It is agreed that Inview Studios may display and use the photographs and/or videos taken for advertising, display, website and internet promotion, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, marketing, magazine advertising and any other purpose thought proper by Inview Studios.

2.7 PUBLIC LIABILITY

Inview Studios is covered by a Public Liability Insurance (PLI) policy that covers:

- a. If Inview Studios cannot perform this Contract in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to employee's illness or injury, Inview Studios will return all fees to the Client but shall have no further liability with respect to this Contract or the PLI policy.
- b. Any files (such as photographic or video files) or memory holding devices (such as memory cards or hard disk drives) that are damaged or stolen during or after the event
- c. Any injury or damage sustained to the Client, a guest of the Client, a third party client or a member of the public where Inview Studios staff or equipment were at fault
- d. Any damage sustained to a property or equipment belonging to the Client, a guest of the Client, a third party venue or the public where Inview Studios staff or equipment were at fault

The terms and conditions of any public liability incident are in accordance to the PLI Public Disclosure Statement (PDS) issued to Inview Studios at the time of the incident. The Client understands that any issues relating to Public Liability during or after the event will be subject to Inview Studios PLI PDS. Inview Studios PLI certificate and PDS will be made available to the Client.

2.8 EDITING THIRD PARTY CONTENT

Where a booking involved editing files that were captured by someone other than Inview Studios, the client understands that:

- a. Inview Studios is not to be recognised as the taker of the photograph or video
- b. Inview Studios can only be recognised as the editor of the photograph or video
- c. Inview Studios reserves the right to publish the photograph or video in any way as it deems fit as per Section 2.6, provided Inview Studios recognises the person who captured the photograph or video.
- d. Inview Studios will not be held liable for any files the Client deems of unsatisfactory quality as Inview Studios is not the taker of the photographer or video.

2.9 THIRD PARTY COPYRIGHT

The Client understands that should a video or slideshow contain a commercial or third-party song which is protected by copyright, Inview Studios may not be able to post the file in an online forum. Inview Studios make very attempt to publish the file on alternative sites (Vimeo, YouTube etc.), however due to copyright laws this may not always be possible. Should Inview Studios not be able to post the file on a third-party site, the Client will be given the following options:

- a. Pay a small fee to have the file posted directly to the Inview Studios website
- b. Not have the file posted online

3.1 SHOOTING TIME

The Client understands that the hours agreed upon are the actual job hours commencing when Inview Studios employees arrive at the first location and cease the moment Inview Studios depart the final location. This includes time travelling in between venues or waiting for the Client. Inview Studios employees will only remain on-site for the agreed number of hours listed in the package particulars. Inview Studios employees are not obliged to remain on-site any longer than the agreed hours. Should Inview Studios employees be requested to remain on site for any additional hours, extra charges will be payable immediately. This extension of time is subject to staff availability. Editing will not commence until any overtime payment is made. This extra charge does not apply to any assistants provided free of charge. For bookings with an extended break, Section 3.2 will apply.

3.2 EXTENDED BREAK

An extended break is a break of more than one hour between shooting times which is not paid for. The break will commence once shooting ceases at the first part and setup is required at the second part. Should the booking include an extended break and this time not payable as part of the package, the following waiting fees will apply:

- a. Less than or equal to sixty minutes – included in the package
- b. Between one hour and two hours – a \$90 waiting fee is payable per staff member
- c. More than two hours – a fee of \$100 per waiting hour is payable per staff member

If the above fees have not been included in the total package price, no products will be handed over to the Client

unless all outstanding payments, including waiting fees have been paid.

- 3.3 GUEST COOPERATION** The Client is responsible for the conduct of their guests. The Client will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer or videographer. Coordination with other service providers is necessary to complete all the sessions as scheduled. The Client should share the photography/videography schedule with other service providers to ensure that there is no conflict in times. In addition, events during the day should be planned to make the best use of time from all vendors. The Client also understands that Inview Studios will not be held liable for any photo and/or video that results in a blurry or bumpy product as a result of a guest interfering/making contact with an Inview Studios staff member or equipment.
- 3.4 GUEST APPEARANCES** The Client is responsible for the appearance of their guests in any photographs and/or video that they may appear in. If any guest of the Client does not wish to be photographed or filmed, the guest or Client must inform Inview Studios staff. Unless a guest has strictly advised that they do not wish to appear in any photographs and/or video, Inview Studios will assume all guests have expressed their consent to be photographed and/or filmed.
- 3.5 GUEST COMFORT** Inview Studios at all times aims to provide all guests with comfort and assurance. Inview Studios avoids photographing or recording guests whilst they are eating or engaged in any compromising or embarrassing activity. Should such acts be inadvertently captured on camera, Inview Studios will not release such footage unless specifically requested by the Client and the footage is not deemed offensive, inappropriate or illegal.
- 3.6 GUEST CAPTURE** Inview Studios makes every attempt to capture each guest in the final product. The Client understands that this may not always be possible or applicable. This is subject to Sections 3.4, 3.5 and 9.4.
- 3.7 TIMING** The work schedule is designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties involved. The Client and Inview Studios agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time.
- The Client understands that:
- Should any part of the event start late due to any reason whatsoever, other than the fault of Inview Studios, Inview Studios will not be held liable for any photographs and/or video not taken
 - Inview Studios will not be held liable for any photographs and/or videos not taken due to the lateness of other vendors or suppliers.
 - Should any part of the event finish later than the agreed time and no extra charge is paid (according to Section 3.1), Inview Studios will not be held liable for photographs and/or video not captured during this time.
- 3.8 AD-HOC SERVICES** Whilst Inview Studios will have sufficient equipment to perform the duties booked by the Client, Inview Studios reserves the right to only bring to the event the equipment it deems fit and sufficient to adequately cover the services booked by the Client. Should the Client request any additional services on the day of the event, the Client understands that:
- Inview Studios may not be able to perform the requested services due to shortage of equipment or staff members.
 - Inview Studios may be able to perform the duties with a diminished capacity and shall not be held liable for any reduction in quality of the services performed.
 - Should Inview Studios be able to perform the requested services, coverage of the requested services and the booked services may be lessened to accommodate for the requested services.
 - Additional charges will be immediately payable.
 - Inview Studios reserves the right to decide on whether it performs the requested services and is not obliged to perform the requested services whatsoever.
- 4.1 PAYMENT METHODS** Inview Studios accepts the payments listed below. Inview Studios does not accept any other form of payment.
- Bank Deposits:** Bank deposits can be transferred to:
Institution: Commonwealth Bank of Australia
Account Name: Inview Studios
BSB: 062 424
Account Number: 10589200
Reference: Please use your name as reference
 - PayPal:**
 - A 3% surcharge will apply to all PayPal payments
 - Payments can be paid to account: <https://www.paypal.me/InviewStudios>
 - Credit Card:**
 - A 3% surcharge will apply to all Credit Card payments made in person or over the phone
 - Inview Studios does not keep or record any credit card details
 - Cash:**
 - For any cash payments, Inview Studios must issue the Client with a signed receipt as proof of payment
 - The Client understands that should the Client not be able to produce a receipt as proof of payment the Client is obliged to pay Inview Studios all outstanding payments
 - This Contract will suffice as a receipt for cash deposits
- 4.2 PAYMENT DETAILS** The Client understands that:
- Payments may be made in any number of instalments provided the amounts in Section 4.3 are met
 - Each electronic payment will not become effective until it has cleared into Inview Studios' account
 - Failure to pay any amount on or before the due date will delay your final product and Inview Studios will

- d. not be held liable for subsequent late delivery times.
Failure to pay any of the amounts listed in this Contract may result in legal action

- 4.3 MINIMUM PAYMENTS** The Client agrees that:
- The minimum deposit amount is the greater of fifty percent (50%) of the total package cost or AUD220.00
 - The entire balance must be paid at least seven days prior to the event date
- 4.4 MONETARY CHANGES** Any changes in a package price, agreed to by both the Client and Inview Studios must be made in writing by completing a Contract Amendment and signed by both parties.
- 4.5 LOCATION SHOTS** The Client agrees to pay all costs where fees are payable for shooting at a venue or location. The Client also understands that it is the Clients responsibility to book and organise shooting at a venue or location.
- 4.6 MISCELLANEOUS SALES** If the Client wish to purchase any product(s) and/or services that are not stated in this or any Contract, Inview Studios will not supply the product(s) until the Client has paid Inview Studios for the product(s) and/or service(s) in full.
- 5.1 DELIVERY** Inview Studios will have ready for collection or by mail; all material once the editing phase is complete and relevant payments in Sections 1.9, 3.1, 3.2, 3.8, 4.3 and 4.4 have been made.
- 5.2 MEDIUM** Inview Studios will provide all products on the agreed medium(s) specified in the package particulars; dependant on the package selected. This may be a combination of physical materials and online materials. The Client understands that the mediums agreed upon may change depending on the size of the edited files. Inview Studios will advise the Client of such occurrences for confirmation on new mediums.
- 5.3 LOST DELIVERY** In the unlikely event that any of the items are lost, stolen or damaged during delivery between Inview Studios and the Client, Inview Studios will provide a replacement copy at no extra charge for all media storage items including USB thumb drives and CD/DVD/BD discs.
- All other items that require replacing (such as prints, canvasses and albums) will incur additional charges to be paid for by the Client, unless the Client has paid an insurance fee as per Section 5.4. Inview Studios will not accept any responsibility for items damaged due to deliverer or courier fault.
- 5.4 DELIVERY INSURANCE** The Client can opt to pay an optional AUD40.00 insurance fee to insure the delivery against theft, damage or loss. Should any item (including prints, canvasses and albums) become lost or damaged, the item(s) will then be replaced at no extra charge to the Client. This fee is compulsory for delivery of photo albums, canvasses and large prints.
- 6.1 EDITING PHASE** The editing phase shall commence as soon as practicable after the event. Inview Studios will not commence the editing phase unless the relevant amounts in Sections 1.9, 3.1, 3.2 and 4.3 have been paid.
- 6.2 REVIEW PERIOD** If the Client wishes to review any photograph(s) and/or video(s) during the editing phase, the Client understands that the following rules apply when activating a review period:
- The review period will not commence until the relevant payments in Sections 1.9, 3.1, 3.2, 3.8, 4.3 and 4.4 have been made
 - Any changes requested by the Client are subject to Section 6.3
 - Any changes requested by the Client are to be made in writing (SMS or email) and/or on an Editing Amendment form
 - Any changes requested by the Client will not be actioned until any relevant charges are paid as per Section 6.3
 - Inview Studios will issue the draft products to the Client for review on either physical mediums or online material
 - The lead times for the package will be extended due to the existence of a review period
 - The Client is allowed a maximum of one draft review
- If no review period is activated, Inview Studios will deliver the product without viewing by the Client and any changes requested will be subject to additional fees. A review period must be requested before the completion of the editing phase.
- 6.3 PACKAGE CHANGES** The following rules will apply in regards to package changes during the following post-production phases:
- Phase 1: Post-Event (After the event date and before the editing phase has commenced)
 - The Client may make any requests or changes at no additional cost
 - Phase 2: Editing (Once editing has commenced and not yet completed)
 - The Client may make any requests or changes for a reduced cost
 - Phase 3: Production (After the editing phase has been completed but product not delivered)
 - The Client may make any requests or changes at the full rate
 - Phase 4: Completion (After the package has been delivered)
 - The Client may make any requests or changes at the full rate plus production and delivery costs
- These rates will be advised to the Client before any changes are made.
- 6.4 DATA ARCHIVAL** Inview Studios regularly implements data archiving to ensure all data is archived and stored efficiently. The Client understand that:
- Data is generally archived for a period of up to twelve months after the handover of the product(s)

- b. Whilst Inview Studios does not normally delete data after the twelve month archival period, Inview Studios bears no responsibility or obligation to keep the data beyond this period
- c. Should the Client delay in providing Inview Studios with any required information (for the completion of the package) beyond the data archival period, the Client will be required to make an extra AUD200.00 payment for the retrieval of any archived data
- d. The Client can request Inview Studios archive the Clients data indefinitely in writing. Whilst Inview Studios will make every attempt to comply with this request, the Client understands that this request is not a legal obligation and Inview Studios bears no legal right to archive the data
- e. Any retrieval payment(s) are additional payments to all other payments
- f. This Section is still subject to Section 6.3

7.1 TECHNICAL SPECIFICATIONS

Inview Studios captures all its photographs and videos in the highest possible quality. Inview Studios agrees to provide a final product that meets the following specification standards:

- a. Photographs:
 - i. 20.2 megapixel or higher resolution (some photographs may be cropped slightly smaller)
 - ii. JPEG format and no watermarks (other picture formats available upon request)
- b. Videos:
 - i. Resolution – At the time of booking, the Client has the option of:
 - a) Ultra-High Definition - 4096 x 2160 @ 24fps
 - b) Ultra-High Definition - 3840 x 2160 @ 30/25/24fps
 - c) Full High Definition - 1920 x 1080 @ 50/25fps
 - d) High Definition - 1280 x 720 @ 25fps
 - ii. 16:9 aspect ratio
 - iii. PAL format (NTSB can be provided upon request)
 - iv. USB/HDD files saved as either
 - WMV
 - MPEG-2
 - MOV
 - AVI
 - MPEG-4 (XAVC-S)
 - HEVC - H.265 (MP4, MKV or M2TS)
 - AVC (H.264) (MP4, MKV or M2TS)

Inview Studios will use its discretion in determining the format of the video file. The Client can request a specific format prior to the editing phase. If the combined file sizes of the videos exceed 64GB; extra charges will apply for alternative mediums

- c. Audio:
 - i. Captured and exported in stereo .wav format (44.1/48/96 kHz and 16/24-bit)
 - ii. Combination of wireless lapel, boom, shotgun, on-camera and built-in microphones
- d. Radio Frequencies:
 - iii. Two-way radio frequency band used = VHF/UHF 400-470MHz (16 available channels)
 - iv. Wireless microphone frequency band used = UHF 42MHz - current set channels are 626.300, 632.350 and 633.350 (1680 available channels)
- e. Medium Specifications:
 - i. USB speed 2.0 or higher
 - ii. USB resolution is 1280 x 760 or higher
 - iii. DVD resolution is 720 x 576
 - iv. USB resolution is 1280 x 760 or higher
 - v. Blu-Ray resolution is 1920 x 1080 or higher
- f. System file formatting:
 - i. NTFS
- g. DVD Capacity:
 - i. 4.7GB single sided and single layer or
 - ii. 8.5GB single sided dual layer

7.2 VIDEO SHOOTING RESOLUTION OPTIONS

Inview Studios can shoot video footage in various configurations. Inview Studios reserves the right to choose the best configuration depending on the event unless an agreement has been made with the Client prior to the event date.

The configurations listed in Section 7.1 (b)(i) are available to the Client.

The Client understands that:

- a. The higher the resolution, the better the quality
- b. The higher the frame rate, the smoother the motion is and the higher the ability to slow the motion down to slow motion.
- c. In most cases, a minimum of 50 fps is required to produce smooth slow motion
- d. Inview Studios will determine the most appropriate shooting configuration unless the Client choses a specific configuration before the event date
- e. The Client may choose to use a specific shooting configuration for all or part of the event. (For example shooting in 60 fps for location shoot and bridal waltz for slow motion and the remainder of the day in 25fps)
- f. Once footage has been captured, it cannot be up-scaled to a higher resolution or faster frame rate.
- g. Capturing footage in any resolution above 1920x1080 will attract additional charges.
- h. Playing FHD (1920x1080) or UHD (4K) videos on a device that does not play that resolution natively will reduce the quality of the playback.
- h. Viewing the content on a device or media with lower native resolution (such as a DVD) will reduce the resolution

7.3 VIDEO COMPRESSION

Due to the size of lengthy videos with audio, final videos may be compressed to fit on the agreed medium. Where the agreed medium storage capacity is lower than the final output file, compression algorithms are automatically applied to compress the video onto the agreed medium. This is normal procedure. Alternatives in minimising this reduction and preserving the original quality are:

- a. Saving the video to an 8.5GB DVD SS DL (Single Sided Dual Layer) disc
- b. Splitting the video onto multiple 4.7GB DVD discs
- c. Saving the video to a Blu-ray disc
- d. Saving the video to (and viewing from) a portable hard drive
- e. Viewing the video from a DVD player to the TV via a HDMI cable
- f. Viewing the high definition video from the supplied USB drive directly into your TV or computer

Inview Studios will provide the Client with all video files in full resolution and quality on one or more USB drives, preserving the video at the highest quality. The Client understands that viewing the video files from any other source, including DVD may result in lower quality viewing or performance. Should the Client request any alternative mediums, extra charges will apply. The Client also understands that should a video exceed the maximum compressible length to fit on an 8.5GB SS DL DVD, then extra charges will apply for an agreed alternative from the list above.

7.4 SHOOTING IN UHD/4K

The Client has the option to shoot all or part of their video in Ultra-High Definition (4K). The following benefits can be provided in shooting in UHD:

- a. Higher resolution is achievable
- b. High frame rate allows for slow motion capture
- c. Ability to downscale and crop the image to FHD without sacrificing any quality (when viewed on a FHD device)

The Client understands that:

- a. Shooting in UHD will incur additional charges
- b. UHD can be downscaled to FHD
- c. A compatible device must be used to view a FHD or UHD video.

7.5 MEDIUMS

Inview Studios will always do its best to hand over a product in its highest quality. To preserve the product in its highest quality, Inview Studios:

- a. Will save all files onto a USB in its highest resolution
- b. Reserves the right to choose any other (if any) appropriate media types for the product
- c. Reserves the right to exclude DVD discs at its own discretion
- d. Reserves the right to charge an additional fee for any other mediums, including DVD and Blu-Ray discs.

Should a product be requested that cannot meet the highest resolution of the file, Inview Studios bears no responsibility for any reduction in quality or resolution.

7.6 LIVE FEED

For packages that include live streaming, Inview Studios will live stream the event over the internet using a full high definition web camera over a Wi-Fi broadband internet connection. The Client understands that if the event is live-streamed over the internet, the following conditions will apply to the broadcasting and viewing:

- a. The strength of the internet signal and bandwidth at the point of broadcast, depending on the location, including the speed of the signal from the location
- b. The strength of the internet signal and bandwidth at the viewers end
- c. The resolution of the viewing device at the viewers end
- d. The streaming resolution is set at full high definition (1920x1080)
- e. The stream may have a delay of up to 30 seconds

The Client understands that:

- a. With no additional operators, the camera will be streaming from a fixed position and at a fixed focal length
- b. With the hiring of an additional operator, the camera can be streamed from multiple position (roaming)
- c. If no direct audio feed is available to be connected to the laptop or webcam, the audio recording may produce a stream that appears muffled or distorted due to the location audio characteristics such as speakers or a live band

Inview Studios will not be held liable for any reduction in:

- a. Video quality or speed due to the signal of the feed either at the broadcasting or viewing end.
- b. Audio quality due to the lack of a direct audio feed from the venue or location

Sections 11.1 and 11.2 also apply to live feeds.

7.7 PRODUCT VIEWING

The Client understands that the quality and sync of all video, audio and/or photos are issued to the Client in the best possible quality as per Section 7.1. The Client understands that when viewing the final product, the quality of the product will be limited and/or determined by the details listed in Section 7.3 and a combination of the following:

- a. The quality, calibration, colour settings, resolution, bitrate or refresh rate of the viewing device
- b. The specifications and/or file format of the viewing device
- c. The quality and/or specifications of any connected cables
- d. The quality and/or specifications of the CD/DVD/BD discs and drives

- e. The specific type of software and codecs used to view the product
- f. The strength and speed of the internet connection (when viewing online product)

The Client understands that viewing the final product on a device or codec of lower quality and/or specification will result in lower quality viewing. Inview Studios will not be held liable for any reduction in viewable quality where the product is viewed on a device of reduced quality and/or specification.

8.1 HIGHLIGHTS

Where a videography package includes a highlights video or slideshow, Inview Studios will provide such a highlights video or slideshow provided sufficient footage is captured. The Client understands that:

- a. A highlights video or slideshow will be captured and edited in cinematic style where possible
- b. The amount and style of any cinematic capture depends on the number of videographers booked
- c. Limited or reduced coverage during the event may result in either no highlights video or slideshow provided or a highlights video or slideshow comprising of limited footage
- d. A highlights video or slideshow will be edited to one complete backing song. Any additional songs or a mixture of songs will incur additional charges.
- e. Inview Studios reserves the right to select which scenes to include in a highlights video or slideshow. These scenes must pass the filtering process as per Section 9.4.
- f. A limited number of scenes will be selected to be included in a highlights video or slideshow.
- g. Any changes or swapping of scenes from a highlights video or slideshow will incur additional charges unless the requests were made during a review period or specific requests made prior to the editing phase.
- h. Any additional media requested to be included will incur additional charges. Additional media consists of (but not limited to): songs, audio, video clips, photographs or slideshows.

8.2 FULL FEATURE VIDEO

Where a videography package includes a highlights video or slideshow, Inview Studios will provide such a highlights video or slideshow provided sufficient footage is captured. The Client understands that:

- a. Inview Studios reserves the right to exercise its professional judgement on the appropriate sequence of the full-length video, based on the footage captured during the hours booked and filtering the footage
- b. The full-length video is edited, video synced (where appropriate) and audio-synced (where appropriate) and may or may not include footage shot in cinematic style
- c. Unless otherwise directed by the Client, Inview Studios will include all special events (such as performances and speeches) in their entirety
- d. Should the video size be large (generally, larger than 1GB or 60 minutes), the video file playback may be affected depending on the viewing device and whether it is being played directly from external drive
- e. Inview Studios reserves the right to produce the video in any relevant format using any compression method, unless otherwise instructed by the Client
- f. To avoid interrupted playback, Inview Studios reserves the right to split the video into smaller segments (for example a ceremony video and a reception video). The Client also has the right to request the full video split into smaller segments
- g. Should the Client require the full video in smaller segments, this must be advised prior to the editing phase, otherwise additional charges will be payable

8.3 FULL VIDEO ONLINE

The Client understands that Inview Studios only posts highlights videos online. Should the Client require a full length video to be posted online, the Client understands that:

- a. The Client will be required to pay an extra upload fee for this service
- b. Inview Studios will not commence the upload until the upload fee is paid in full
- c. This section is still subject to the third party copyright laws stated in Section 2.9
- d. The upload fee is not refundable should copyright laws prevent any part or the whole of the video from being played or viewed

8.4 EDITING STYLE

It is understood that the Client has engaged Inview Studios to cover the event based on many factors, including the editing style that Inview Studios uses. The Client understand that Inview Studios may use its professional assessment as to the editing style and the amount (if any) of the following modifications to the file:

- a. The inclusion, removal or length of the file
- b. The amount (if any) of colour grading/correction added to the file
- c. The amount (if any) of lighting adjustment made to the file
- d. The amount (if any) of cropping, sharpening or skin alteration made to the file
- e. The amount (if any) of transition applied to the file

9.1 SCOPE – GENERAL

Whilst Inview Studios makes every attempt to capture every moment, the Client understands that the actual amount, style and angle of coverage is dependent on the type of event and on all of the following conditions:

- a. The number of staff hired
- b. The number of job hours booked
- c. The type of equipment used/booked
- d. The punctuality of events, clients and guests (as per Section 9.2)
- e. The direction given (or not given) to Inview Studios from the Client (for special moments, VIP guests etc.)

9.2 SCOPE – TIME

In conjunction with Section 3.6, Inview Studios will not be held responsible for limited or nil coverage where a particular segment or event does not start on time or finishes later than the booked hours or if a particular person (other than an Inview Studios staff member) is running late.

9.3 SCOPE – EDITING

The Client understands that not every photograph or video will be edited. During the editing phase, a professional assessment will be made as to the quality of the photograph/video clip and whether any additional editing is required. Photographs and/or video clips may not require further editing if the quality of the original file is assessed as being of sufficient quality. All editing styles, effects and overall look of the product is left to the discretion of Inview Studios.

- 9.4 SCOPE – FILTERING** The Client understands that during the editing phase, certain photographs and/or video clips may be deemed not suitable for production and subsequently eliminated from the final product. This professional assessment is based on the focus and/or lighting of the photograph/video, the behaviour and/or appearance of the persons present in the photograph/video, the stability of the photograph/video and the overall quality of the photograph/video.
- 9.5 SCOPE – CONTINUOUS COVERAGE** The Client understands that Inview Studios does not capture continuous video of the entire dancing, preparation or location segments unless the Client has specified this in the package particulars. Unless the Client has requested continuous coverage, Inview Studios reserves the right to capture these segments in shorter clips. Extra charges will apply for continuous coverage.
- 9.6 SCOPE - EQUIPMENT** Inview Studios always carry's backup equipment to combat the unlikely event of equipment failure. These backup items include at least one or more backup cameras, one or more memory cards and one or more batteries.
- The Client understands that all photographic references and technical specifications mentioned in this Contract relate to digital SLR cameras. The Client understands that photographs taken with any camera other than a digital SLR (such as a GoPro or Polaroid-type camera) will produce photographs of differing quality
 - The Client understands that all video references and technical specifications mentioned in this Contract relate to a combination of handycam cameras, digital SLR cameras and GoPro cameras. Inview Studios makes every attempt to normalise the output of the video taken from the different types of cameras (such as the lighting, white balance etc.) however the Client understands that this may not always be possible
- 9.7 SCOPE - GUESTS** Inview Studios always aims to capture the important aspects of your event. As such, Inview Studios staff are required to be ready at any time so as to not miss a specific moment. In order for Inview Studios to be in the best possible position to capture any important or ad-hoc moments, Inview Studios minimises its time used on optional moments such as the photographing and/or videographing of table shots at reception venues. The Client understands that Inview Studios staff may use their discretion during the event whether to capture table shots or not. The Client can however specifically request this and Inview Studios will accommodate this request.
- 9.8 SCOPE - THIRD PARTY FILES** Inview Studios does not capture or cover any displaying of third party files such as MS PowerPoint presentations, slideshows or videos. Recording of such files through Inview Studios' cameras reduces the quality of the capture and may contain a flickering picture. The Client understands that these files will not be included in the final product. Should the Client wish these files to be included in the final product, the Client understands that:
- The Client must issue Inview Studios with the file(s) prior to the editing phase
 - The file must be saved in a compatible format with matching technical specifications
 - Should the file be saved in a differing format and/or with differing technical specifications, the resulting image in the final product may differ than that of the remainder of the product
 - Extra charges may apply for the inclusion of these files
- 9.9 SCOPE - PROPS** Inview Studios is not expected to provide or purchase any props unless Inview Studios agrees to do so in writing. Should the Client request the use of props, the Client agrees that:
- The Client will purchase or provide the props to Inview Studios
 - The use of the props is subject to Inview Studios' capturing and editing style
 - The props will be removed should Inview Studios believe they present an obstacle to Inview Studios staff, guests or footage
 - Inview Studios will not use the props if the props are deemed offensive, dangerous or cannot be covered under Inview Studios' Public Liability Insurance
- 10.1 CLIENT CONSENT** Unless otherwise specified, the Client(s) agree to give their consent to Inview Studios to use the Clients photographs and/or videos in which the Client(s) appears for reasons stated in Sections 2.6. No personal information, inappropriate or revealing (nude/lingerie etc.) material will be used, and no material will be used unless it complies with Australian Legislation and is not deemed offensive, illegal or inappropriate.
- 10.2 CLIENT CONSENT – CHANGE OF DECISION** The Client may refuse their image to be used at any time. Inview Studios is not liable for any photos and/or videos in which the Client appears having been viewed or published prior to a refusal of consent being given.
- 11.1 LIGHTING** The Client understands that:
- bright natural lighting conditions may result in shadows being visible
 - certain items including items of clothing may result in an area of the frame exhibiting a dazzling or flickering effect
 - in darker conditions, the use of lighting or higher ISO settings will result in a grainier and/or saturated product
 - the use of coloured, LED and/or fluorescent lighting at venues may affect the product, specifically the lighting and/or colour
 - Dimming or turning off any lights, whether belonging to Inview Studios or the venue, will have an impact on the quality of lighting in the final product
- Inview Studios makes every attempt to produce the best lighting during the editing phase however this is not always possible. The Client understands that Inview Studios shall not be held liable for reasons out of Inview Studios' control that may affect the lighting such as, but not limited to:
- The weather conditions, including changing conditions
 - Location or venue lighting including, LED lights, fluorescent lights and candles
 - Low lighting conditions

- d. Any person obstructing lights
- e. The Client requesting a change in the amount of lighting used

11.2 VIDEO AUDIO

Inview Studios aims to utilise the best possible microphone and audio devices to capture the audio of the event. Due to the different events and non-predictability of the movement of guests, members of the public and/or officiating members, the Client understands that certain parts of the audio may contain differing audio quality and audio levels than others. Inview Studios makes every attempt to normalise the audio output of all different audio files captured however the Client understands that this may not always be possible. The Client understands that the quality of the audio will be affected and determined by any one or more of the following conditions:

- a. The acoustics of the location including the audible vocal level of guests or members of the public
- b. The weather conditions, specifically the audible level of rain or wind
- c. The positioning and movement of any person using a microphone including that persons relative to the camera(s), microphones and any speakers that can cause feedback
- d. The interruption of the signal due to radio frequency interference
- e. The practicality of using microphones other than the in-built camera microphones
- f. The availability of venue, celebrant or vendor microphones made available to those speaking
- h. The refusal or unavailability of a person to wear a wireless microphone
- i. Inview Studios not being advised of who or what item is to be attached to a wireless microphone
- j. Third party vendor(s) refusing Inview Studios to tape a microphone or recording device to their microphone
- k. The availability of a direct feed

Inview Studios shall not be held liable for reasons out of Inview Studios' control that may affect the audio of the final product such as those listed above or any other noise which may affect the quality of the audio.

11.3 RADIO FREQUENCY

Inview Studios utilises radios to communicate and wireless microphones to capture audio. The Client understands that any other device utilising the same frequency listed in Section 7.1(d) may interfere with Inview Studios' radio communications and/or wireless microphone signal. Should the Client, a guest of the Client or third party vendor providing resources to the Client require the use of radio frequencies, the Client agrees to take responsibility to advise that person to approach Inview Studios staff to ensure no frequencies are overlapped. Inview Studios will not be held liable for any breakdown or interference in communication between its staff members or loss of audio quality due to the use of the same radio frequency by the Client, a guest of the Client, a vendor/business or any other person in the vicinity of the event.

12.1 AERIAL PHOTOGRAPHY

Inview Studios will always carry out any aerial photography with care and caution. Should the Client request the use of aerial photography for the event, the Client understands the following:

- a. The availability, stability and quality of aerial photography is subject to location, weather and any physical obstacles including but not limited to trees, power lines and buildings.
- b. The use of aerial photography is not covered by Inview Studios PLI and therefore:
 - i. The Client waives all rights to seek any monetary compensation due to any injuries or damages caused to any person or property of the Client and/or the Clients guests
 - ii. The Client agrees to use aerial photography at his or her own risk
- c. The Client will not be required to pay any costs arising from:
 - i. Aerial equipment becoming lost or damaged
 - ii. Fines associated with the use of aerial photography
- d. Should any of the conditions in Section 12.1(c) exist, Inview Studios takes complete responsibility.
- e. Aerial photography will incur additional charges, charged in sixty minute blocks.

12.2 SAME DAY EDIT

Should the Client request a same day viewing of same day photographs and/or videos, the Client understands that:

- a. Additional charges will apply for this service
- b. Additional charges will apply for use of any Inview Studios projection devices such as laptops, projectors and/or screens
- c. The availability of this service depends on the time availability of the Inview Studios staff members on the day of the event
- d. The amount of available content depends on the amount of material taken during the hours contracted
- e. The amount of editing applied to the material will depend on the time available to the Inview Studios staff member on the day and material may have minimal or no editing
- f. Inview Studios will not be held responsible for any reduction of preparation time due to reasons beyond Inview Studios' control including but not limited to lateness of events and/or traffic.
- g. Inview Studios will not be held liable for any lack of venue equipment or viewing position.
- h. This applies to photographs and/or videos taken on the day only

12.3 PRE-SHOOTS

A pre-shoot is a photo or video service conducted prior to the event. Should a pre-shoot service be included in the Clients package, the Client understands that:

- a. Additional charges will apply for this service
- b. A photography pre-shoot service does not extend to the presentation of these photographs during the event. Should the Client wish the photographs be presented during the event, additional charges will be payable
- c. A videography pre-shoot service includes the presentation of the video during the event
- d. Inview Studios will not be held liable for any lack of venue equipment or viewing position.
- e. Additional charges will apply for use of any Inview Studios projection devices such as laptops, projectors and/or screens

- END OF TERMS AND CONDITIONS -

I _____, the undersigned Contracting Party (the Client), hereby warrant that I am competent to Contract in my own name. I confirm that I have read the herein Contract prior to its execution and I am fully familiar with the contents thereof. This Contract shall be binding upon me and my heirs, legal representatives and assigns. I certify that I have received a complete copy of this Contract and am over the age of

18.

Signed: _____ (The Client) Dated: ____/____/____

INVIEW STUDIOS TO COMPLETE

Deposit paid: \$ _____ on ____/____/____ via _____ Ref: _____

I _____ of Inview Studios agree that the Client has signed and completed this Contract and agree that I have received the deposit amount specified above via the payment method specified above.

Signed: _____ Dated: ____/____/____

