



## ITS Terms & Conditions

Images That Sell is a forward thinking company. We believe in constantly changing the services we offer to evolve as new practises unfold in the ever changing ecommerce industry. Our primary services produce photographic, motion and digital media content for fashion and lifestyle companies. We have a sales focus approach and commercialism is at the core of all services we provide. That why we named the company Images That Sell. Please take a look at our terms and conditions and we pride ourselves on the way we do business.

### 1. Definitions

**Client** - is the person or party deemed to be ultimately responsible for the payment of the Company's Fees.

**Company** - means Images That Sell Pty Limited (ABN 45159166668).

**Fees** - means any amount of money paid or payable by the Client to the Company under the Contract and includes any penalty or additional amount.

**Photography Services** - are Production, Casting, Photography, Styling and Post Production/Retouching

**Motion Services** - are Production, Casting, Video Capture, Video Editing.

**Studio** - means the area/room at the Company's business premises at Suite 401 and Suite 302, 30-40 Harcourt Parade, Rosebery.

**eCommerce** - Imagery shot and retouched for Online usage. This imagery will be produced accordingly meaning that the images are not prepared at print quality. However we are also commissioned for print or campaign quality.

**Retouching** - Adjustments made to the imagery in post production to enhance the product or model and colour of images specifically garments.

**Ghost Mannequin** - Garments shot to give the effect that they are on an invisible person. This photography gives the garment a three dimensional and realistic feel.

**Flat-Lay** - Garments shot on a flat surface. These can be pinned tight, hanging or with natural creases. This imagery can be supplied with or without shadow.

**Creative Content** - Imagery shot and retouched for marketing and social media purposes. This imagery will be produced at differing levels depending on usage outlined at time of job booking. Any imagery shot for printing will be produced at a high quality and size to allow for printing, however imagery shot for social media and website use will be produced and supplied at size and quality for web use only. There maybe additional fees for retouching campaign quality images especially if they are required within the standard five business day turn around.

### 2. Payment & Fees

Unless otherwise agreed by the Company in writing, fees payable to the Company will be calculated according to the current hourly rate, half day rate or full day rates outlined in booking conformation emails. Other rates included for extras services. The Client must also pay to the Company an additional Production & Service fee equal to 10% of the total of the fees. Payment terms are COD. Completed images will be supplied on settlement of invoice unless specified otherwise prior to shooting the job.

### 3. Studio

A studio day is the eight hour period from 8.30am to 4.30pm unless otherwise agreed. A half day is considered a four hour period starting either morning or afternoon. We also supply hourly bookings, however there is a minimum of a two hour booking. This covers setup and pack down fees.

Use of the Studios by the Client outside of a scheduled booking will attract the overtime rate as set out in the quote for every hour that the studio is in use in excess of the scheduled booking. Overtime and weekend surcharges apply as set out in Quote by the Client to the Company.

The Company is not responsible for the late arrival of the Client's model and/or hair and makeup artist. If additional time is required to complete the shoot then this will incur the overtime fee of \$450++ per hour.

### 4. Taxes, duties and charges

The Client shall pay the Company all and any appropriate taxes, stamp duty and government charges in addition to the Fees. If GST is levied in respect of any taxable supply made under or in connection with this contract, the amount payable for that supply will be increased by the amount of GST.



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### 5. Insurance/Liability

The Company will not be liable for any loss damage or injury occasioned to the Client, its employees, contractors, garments or invitees while using or attending at the Studios or in transit to and from the studio. The Client promises that it has sufficient public liability (at least \$10,000,000.00), workers compensation and all other necessary insurances in place at all times during its hire or use of the Studios and indemnifies the Company against any loss or damage that may be occasioned to the Company or its employees due the Client's use of the Studios or inadequate insurance cover. The Client will on demand produce to the Company evidence of currency of insurances required under this clause.

### 6. Freight delivery

The Client agrees to pay all freight, delivery, transportation, shipping, postage and courier cost whether incurred by the Client or the Company in respect of the delivery and/or return of any of the garments. It is expressly acknowledged that the Company shall not be liable for any delays in the delivery of garments under any circumstances. Please ensure you email us the correct information to add to your freight. Many of the major course come pins will not accept pickups if the correct documentation is not attached. We have a loading dock at the back of the building, please phone us for help if dropping garments.

### 7. Cancellation fees Booking and Holds

A hold or booking on the Studio or any other service provided by the Company becomes a confirmed booking 48 hours prior to the date on which the services were agreed to be made available by the Company. A cancellation made with less than 48 hours notice will incur a fee of 50% of the Fee. A cancellation made with less than 24 hours notice will incur a fee of 100% of the Fee. We are not responsible for Clients not receiving or reading our emails chasing holds.

### 8. Retouching

Standard retouching is included with every job. If a greater degree of retouching is desired additional charges may apply. The degree of retouching that constitutes "standard" will be decided upon by the company. We are not responsible for the corrections to models spray tans, poor circulation, poor nails on hands and feet. We also recommend casting all models before you confirm a booking as models change from job to job. The Company require the garments/products to arrive in the studio the day prior to the shoot and to be left at the studio for 4 days after the shoot for colour correction. If garments can not be left at the studio we require large fabric swatches. The Imagery is cropped and resized to your required formats specified when booking the job. If no dimension requirements are provided images will be supplied at our standard dimensions, 3333 x 5000 px @300dpi and 800 x 1200 px @72dpi. We provide one round of amendments after files have been supplied. All amendment requests for the one round should be sent at the same time. Any further changes will be charged at \$80++ per hour. If the amendments are integrity changes to the physical sample or are due to the garment not being made correctly, or are styled/advised incorrectly by the Client, or the Client changes their mind we will need to charge regardless. We include colour correction done with daylight sourced lights and do all colour on a standard computer screen running a standard SRGB profile for colour management which most internet browsers use. We are happy to make corrections to files based on pantones swatches however please be aware of your own screen and if it is a generic source otherwise your clients might not see what you see. We charge for all complete colour changes. This mean blue to red green to pink, etc.

### 9. Image due date

Unless agreed upon prior to the shoot date, images will be supplied via Dropbox in five business days after shoot date. Express supply jobs will incur an additional fee. Please note that this fee is on top of the base rate and PSF. This service is based on availability and needs to be booked in advanced before the photo shoot.

24hr turn around - 100%  
48hr turn around - 50%  
3 days turn around - 30%  
4 days turn around - 20%

### 10. File Storage

Files will be saved vby the company for 90 days.