

## PREPARING YOUR HOME/RENTAL FOR YOUR BOOKING

We would just like to send a friendly reminder and some helpful tips to assist with your photo and video bookings.

Please ensure that the home is clean, tidy and ready to be photographed/videoed so that our photographers and videographers can optimize their time onsite capturing beautiful images rather than de-cluttering and tidying.

If the property does need some minor tidying, please ensure there is an agent or owner present at the booking to assist with moving items out of specific shots.

**Whilst we will remove small items out of the way such as tea towels, fridge magnets etc. we are legally not allowed to touch personal belongings without consent. Therefore, we ask that an agent or the owner/tenant is present to give consent.**

## TERMS & CONDITIONS FOR CRIB CREATIVE – PHOTOGRAPHY

The photography and videography rate we use is known as the Base Usage Rate (BUR) and is made up of two components.

### ***Creation***

This is the base rate that covers our expenses and time in creating the images you are looking for. We have day rates but tend to quote on a job-by-job basis depending on your requirements.

### ***Usage***

All creative content must be licensed for use. Part of the value of the images we provide will be based on how the image will be used and essentially how many people will be seeing the image. The more the image will be used; the greater the value it has. Every estimate we provide will clearly state the use in which the images are intended for and the costs attached to this.

### ***Licensing***

All artwork created for a brief is the intellectual property of the creator. As the client you are seen to be purchasing the rights to use an image (for the particular uses specified below) however the creator still owns the image. We will make sure you are able to use the image as you would like, but we still own the rights to the artwork created.

This is why we are clear in terms of our usage fee. Our price will reflect the value of the license as well as the time to create the images.

### ***Real Estate Licensing***

We are able to charge what we do for Real Estate photography as it is licensed for the use of the sales campaign and that specific campaign only, being with the agency that has booked it in and that agency only. As the client, you have the rights to use the gallery of images supplied for the marketing of said sales campaign and any other marketing relative to the sale only of the property online and in print. These photos are not to be used by any other company (stylists, home improvement companies, builders etc) to promote their work but can be purchased from Crib Creative for marketing purposes if requested.

If the property does not sell and another agency lists the property for sale, permission must be sought from Crib Creative for usage and images must have been paid for by the vendor to the agency who originally ordered the images and permission sought from them to use the images for another sales campaign.

Crib Creative holds the copyright of these images and can use them to promote their work online and in print at any time, at the time of the sales campaign or any time in the future.

Moral Rights Creators of copyright works (Crib Creative) have “moral rights” in relation to their works. These are separate from copyright. Moral rights impose certain obligations on people who use a copyright work. As the creator we have the rights to:

- Be attributed as creator of your photos;
- Take action if our work is falsely attributed; and
- Take action if our work is distorted or treated in a way that is prejudicial to our honour or reputation.

## TERMS & CONDITIONS FOR CRIB CREATIVE – VIDEOGRAPHY

### ***Quoting***

Quotes for video products and productions are valid for three (3) months from the date of issue. Should the scope of the quoted job or production change after the initial quote we will issue a re-quote that will replace the initial quote.

### ***Copyright and Usage Rights***

Further to the usage and copyright terms listed in the Photography section above; Crib Creative owns the rights to and copyright of all footage captured and/or commissioned for all video productions. This includes footage and assets Crib Creative commissions from contracted services for the project including but not limited to drone photography, drone videography, video footage, animations, special effects and editing.

Footage is released to the client as a final video edit & product to be used under license appropriate to the initial brief supplied to us by the client. Any change in this license or usage of final products will need to be approved by Crib Creative and may incur an additional fee. This includes using any footage or part of a video in another production that Crib Creative is not commissioned to produce.

Raw and captured footage may be released upon request. This will be judged on a case-by-case basis and will incur an additional fee. Crib Creative holds right of refusal to release footage or assets.

Crib Creative owns the Intellectual Property Rights and copyright to any material created for a video production including but not limited to footage, scripts, briefs, shot lists and storyboards.

### ***Additional Fees***

Simple edits and changes to the final video product delivered to the client is permitted but must be within reason. One round of changes are included with every video product/booking. Should the amount or nature of the changes be deemed to be too time-consuming and/or varied from the creative brief supplied for the project Crib Creative reserves the right to charge an additional edit fee.

Crib Creative deems a job/production to be completed after one month of the delivery of the latest version of the edit if there is no communication from the client. Any changes or edits that are requested after a month of final delivery without appropriate warning or communication may also incur a fee at Crib Creative's discretion. Any extra footage that needs to be filmed for a completed job will incur a shooting fee.

## ***Release of Raw Footage***

Crib Creative will release the license to use the raw footage at a cost of 1x the production cost based on:

- a) unlimited usage - for any media type they wish
- b) in perpetuity
- c) cost to Crib Creative to produce the media

## **CANCELLATION POLICY**

If you miss your appointment, cancel or change your appointment with less than 1 hours' notice, you will be charged as follows (incl GST). If it is a corporate video or a 3D virtual tour a 24-hour cancellation period will apply

This policy is in place out of respect for our staff and contractors, who are paid for their time. Cancellations with less than 24 hours' notice are difficult to fill. By giving last minute notice or no notice at all, you prevent someone else from being able to schedule into that time slot. Our cancellation rates are:

- \$110 – Day shoot, Video and Floor plan
- \$88 – Rental Shoot
- \$230 – Twilight shoot
- Full Rate – Matterport 3D Virtual Tour (due to the duration of the appointment this time slot can be hard to fill last minute)

## **AERIAL DRONE & OVERLAYS DISCLAIMER**

If you have any special requests for our aerial operator, please send them through as clear emailed instructions.

View assessments for real estate (potential views from a second/third story) can be booked in at no extra cost but must be requested at the time of booking and can only be done on vacant blocks of land.

Please make sure a clear and concise tax map is supplied for the overlays. Something that shows the block outline, boundaries and the correct dimensions and total m2 – this can be taken from the Certificate of Title survey/RP Data or Reiwa. Please Double check the dimensions are correct before sending to us.

We will supply 4 overlays at our discretion (we select the 4 best shots). If you would like to select the 4 images for your overlays yourself, please let us know at the time of booking and we can arrange for the aerials to be sent through once the shoot is complete.

All overlays are based off the tax map provided from yourself. Should you need any overlays changed due to errors on your behalf, this does incur an additional fee - \$33 incl GST for 4 new overlays.

Google overlay & aerials: If you change your mind/supply incorrect tax maps after we have sent the overlays to you this will incur a re-edit fee.

If you have chosen to add pin points to your aerial images and would like distances added as well, this must be supplied by yourself by yourself for our graphic designer. If we do not receive the distances, we will only label the location.

## PHOTOGRAPHY & FLOORPLANS – ADDITIONAL FEES & DISCLAIMERS

Crib Creative deems a job/product to be completed after one month of the delivery of the latest version of the edit if there is no communication from the client. Any changes or edits that are requested after a month of final delivery without appropriate warning or communication may also incur a fee at Crib Creative's discretion.

Our floorplans are for illustration purposes only to show the layout of the property. Whilst every effort has been made to ensure the accuracy of the floor plans, all measurements and any other information shown are an approximate interpretation only. Measurements and total areas do not include or account for wall thickness or roof area under eaves. Crib Creative will not be held liable or responsible for any error, omission, misrepresentation or use of any information shown on the final floor plan. The floorplans are not to be used for any other purpose than the sale of the property.

## VIRTUAL FURNITURE DISCLAIMER

When organising your virtual furniture images please ensure the below information is supplied in your initial email:

- Please attach or list the images you would like edited in print resolution only
- Please label each image clearly so our editors can add in the correct furniture.  
Example: Print image #5 – Master Bedroom
- If you have any specific furniture/colour scheme/style requirements please ensure this is mentioned in your email so we can let our editors know
- If no specific requirements are mentioned, the images will be edited as per our editor's discretion. Any changes will be done at your cost
- All images have a strict 48 hour turnaround time. If we are experiencing high volumes of virtual furniture, the process may take longer than 48 hours – we will notify you of this

## COMMON BY CRIB

The following is a legal agreement between you and Crib Creative. Please read this agreement carefully before downloading or purchasing any photograph. By downloading or purchasing any photograph, you agree to be bound by the terms of this agreement.

All photographs are copyrighted. Crib Creative and respective photographers own all rights to the images. All rights are reserved by Crib Creative unless otherwise granted to you. Your rights to use the photographs are subject to this agreement and are conditional upon your payment for the photographs to Crib Creative. If at any time your account becomes delinquent, you relinquish all rights to all photographs you have received until all payments and interest are made.

By this Agreement, Crib Creative grants you a personal, non-exclusive, non-transferable, right to use and reproduce photographs in the following ways:

- On websites, multimedia presentations, and broadcast film and video.
- In magazines, newspapers, books, eBooks, pamphlets, brochures, catalogues, book covers, textbooks, editorials, CD/DVD cover art, and advertising.
- In connection with your business identity on letterhead, posters, brochures, or business cards.

## You may NOT:

- Use a photograph other than as specified in the preceding section.
- Use a photograph with pornographic, defamatory, or otherwise unlawful or immoral content or in such a manner that it infringes upon any third party's trademark or intellectual property.
- Use a photograph in a way that places a person in the photo in a bad light or depicts them in a way that they may find offensive- this includes pornography, tobacco ads, religious and political endorsements, defamatory, or otherwise unlawful or immoral content.
- Resell any photograph.
- Share a photograph by providing access on shared disk drives or network.
- Use Crib Creative photographs to compete with Crib Creative. This includes, by way of illustration, not by way of limitation, displaying photographs in any format (including thumbnails) for download on a website. Offering Crib Creative photographs for sale or including Crib Creative photographs in templates for sale. You may not, for example, create an entire greeting card line based on ASP photographs – or use our photographs as the basis for a large collection of objects for sale.
- Use the photograph in a website template that you plan to sell or transfer to others.
- Use any photograph as part of a trademark or patent image.
- Produce printed reproductions of any photograph on canvas or paper to be sold.

If you wish to use the photograph for these purposes, you may apply to Crib Creative for an Extended License (see FAQ's- Extended Licensing.)

"Non-transferable" as used herein means that except as provided in these terms, you may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone the photographs or the right to use the photographs. In addition, the work you produce with the photographs must be used for your direct employer, client, or customer, who must be the end user of your work. You agree to take all commercially responsible steps to prevent third parties from duplicating any photographs. This may include invisibly watermarking the photograph and identifying that Crib Creative owns the image on the document you intend to use the photograph.

If you plan on using photographs for client work, you must keep accurate and detailed records of which clients you have used photographs for.

All photographs taken during Crib Creative's day to day work will be held exclusively for that client for a period of 3 months. After that, the license will be released, and the photographs will be available to purchase on Common by Crib.

You agree to indemnify and hold Crib Creative, its employees, directors and suppliers harmless against any damages or liability or any kind arising from any use of the photographs other than the uses expressly permitted by this Agreement.

Neither Crib Creative or any of its directors and employees shall be liable for any damages, whether direct, indirect, consequential, or incidental, arising out of the use of, or the inability to use, any photograph or photographs.

This Agreement shall be governed by the laws of Australia.

Crib Creative makes no representations or warranties whatsoever as to the legality or validity of any Release associated with a photograph.

Crib Creative makes no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or works of art depicted in any photograph.

You must satisfy yourself that all necessary rights, consents or permissions as may be required for Reproduction of any photograph have been secured by you.

Prices, specifications, availability and terms of offers may change without notice. Despite our best efforts, a small number of items may contain pricing or typography errors. Correct prices and promotions are validated at the time your order is placed.

All requests for refunds/cancellations must be made in writing and will be dealt with on a case by case basis.