

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
- \$253 – 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)**

PREPARING FOR YOUR BOOKING

Please ensure that the home is clean, tidy and ready to be photographed/videoed so that our photographers and videographers can optimize their time on site 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/tenant 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.

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:

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- 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 your honour or reputation.

TERMS & CONDITIONS FOR STUDIO CRIB – 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; Studio Crib owns the rights to and copyright of all footage captured and/or commissioned for all video productions. This includes footage and assets Studio Crib 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 Studio Crib and may incur an additional fee. This includes using any footage or part of a video in another production that Studio Crib is not commissioned to produce.

Release of Raw Footage

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. Studio Crib holds right of refusal to release footage or assets. Studio Crib 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.

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

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 Studio Crib reserves the right to charge an additional edit fee. Studio Crib 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 Studio Crib's discretion. Any extra footage that needs to be filmed for a completed job will incur a shooting fee.

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 Studio Crib photographs to compete with Studio Crib. This includes, by way of illustration, not by way of limitation, displaying photographs in any format (including thumbnails) for download on a website. Offering Studio Crib photographs for sale or including Studio Crib 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 Studio Crib 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, load, 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 Studio Crib 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.

You agree to indemnify and hold Studio Crib, 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 Studio Crib 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.

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

Studio Crib 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.

OTHER

Please note that our phone system may record and transcribe calls for quality assurance, training, and record-keeping purposes. By continuing with the call, you consent to this process.