



Skynet Video Image licensing terms and conditions of use

1.1 This license is individual; it cannot be transferred and is non-exclusive. The licence allows you to use the video or photographs any way you choose.

You are granted this license with a time limit based on the life of the property listing with the current contracting customer, estate agent or unless one of its clauses is not respected. You can edit the images any way you choose.

1.2 The following uses are not authorised in compliance with the licence granted to you here. Before any use in one of the following cases, it is mandatory to contact Eltham Web Design (ABN 22900645852) in order to pay an additional license: For any use of the photographs in a third party product or if they are to be commercialised, of which they represent the main value, such as, reports, postcards and posters. For any billing activity through a commercial network, reproducing the whole or part of a photograph.

1.3 The licence does not allow you to resell, give a sub-license, give, lend, sub-let, distribute the whole or part of an image.

1.4 Eltham Web Design (ABN 22900645852) certifies that it is entitled to all the commercial rights pertaining to the photographs are solely owned by Eltham Web Design and does not imply a transfer of ownership.

1.5 The photographs are protected by royalty and copyright laws. You are under the obligation to use the photographs as a protected product. Any representation or reproduction, complete or partial, carried out without the consent of Eltham Web Design is a breach of contract.

1.6 If Eltham Web Design (ABN 22900645852) happens to use a third parties' supplier we will ensure we have the contractual right to license the images.

1.7 Eltham Web Design (ABN 22900645852) reserve the right to resell image(s) to third parties or other real estate agents or advertising agencies only after completion of the current advertising campaign.

SECTION 2

Disclosures

2.1 In accordance our terms of this agreement you must disclose to the client, vendor, tenant, investor or any associated person(s) involved with the property that is being photographed that the images captured are bound by the image use agreement (section 1.1) and that all images provided, remain the property of Eltham Web Design and may only be used for the life of the listing. This disclosure is normally indicated on the vendors advertising schedule and may or may not include this whole document. Upon request from a vendor or associated person this document may be presented.

2.2 The vendor, investor, or any associated person(s) may obtain images copies for personal use only which may not be reproduce, resold or redistributed for commercial purposes, marketing or for use with agents or marketing companies. All Eltham Web Design photos and videos contain watermarks or security tags.

2.3 All photography bookings are a direct contract between Eltham Web Design (ABN 22900645852) and the company booking the job such as the advertising agency or listing agent. The vendor, tenant, investor or any associated person(s) are not involved in the contract between Eltham Web Design (ABN 22900645852) and the listing agent and have no rights over any images unless specifically requested.

SECTION 3

Termination and licensing agreements

3.1 The license contained in this Agreement may terminate automatically without notice from Eltham Web Design (ABN 22900645852) if You fail to comply with any provision of this agreement or fail to pay any accounts or monies owed. Upon termination, you must immediately:

(i) stop using the Digital Photos; and

(ii) Delete any Digital Photos and all copies of all of them from all digital media and destroy all other copies or, upon request of Eltham Web Design (ABN 22900645852).

SECTION 4

Resale and re-license of images and IP

4.1 Images may be resold to vendors or interested parties, resale of images can only be done where the original contracting client has given permission for the images to be re-distributed.

4.2 All image resale will incur an admin and re-license fee – (See fees)

SECTION 5

Governing Laws

5.1 This Agreement will be governed in all respects by the laws of Australia. The Courts of the Australia shall have the non-exclusive jurisdiction to hear any disputes under this Agreement. Notwithstanding the foregoing, Eltham Web Design (ABN 22900645852) shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Eltham Web Design (ABN 22900645852), such action is necessary or desirable.

SECTION 6

Fees and charges

All images and services are initially licensed at a subsidised single usage rate as set out in Eltham Web Design current pricing. Some images can be resold at Eltham Web Design discretion.

Image re-license fee per image – Price range \$200 – \$650.00 inc gst, depending on image and subject to approval, full images sets can only be re-licensed as a full set with approval and the price is decided by Eltham Web Design .

Image infringement, copyright and ownership transfer Price range based on image, circulation and usage \$500 – \$2,000 per image

SECTION 7

Unauthorised Image Usage

Eltham Web Design hold the master copyright to all images, floor plans, renders and graphics produced by Eltham Web Design, Eltham Web Design Staff and Eltham Web Design Contractors. All images are provided to clients under license only.

Anyone individual, company, corporation or entity using Eltham Web Design images with out proper written authorisation may be liable to costs associated with copyright, damages, loss of business, defamation of brand. In addition, images found being used in an unauthorised capacity will be subject to full copyright fees as set out in Section 7 of Eltham Web Design terms and conditions.

Any unauthorised usage maybe perused via legal representation of whom Eltham Web Design appoint as their legal representative and in accordance with the Australian Copyright Act of 2006 and including any other related state and federal laws.

SECTION 8

Booking and Cancellation Fees

8.1 – Cancellation of bookings must be made via 24 hours prior to the actual job date/time for real estate agents, for builders and one off projects 3 days notice for cancellation is required. Cancellations must be made in writing via email to info@skynet.com.au

Cancellations will incur the following fees :

Real Estate Shoots

50% of job value if cancelled 24 hours prior

80% of job value if we arrive on site and the home cannot be photographed

Commercial Shoots

50% of job value if cancelled 24 hours prior

50% of job value if cancelled 7 days prior for overnight and travel based bookings

100% of job value of job if full day job and project cannot proceed on day

SECTION 9

Accounts & Terms

9.1 – Account terms

New accounts without application – COD

New accounts with application – 7 day terms

Established accounts with directors guarantee – 14 days from EOM (30 days by negotiation)

9.2 – Overdue Accounts

All overdue accounts will be issued with a \$55 late fee, following month late fees are charged at 10% of outstanding balance every 30 days.

Accounts issued for outsourced collection will incur further collection fees.

Contact

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