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CLIENT RESERVATION

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| Reservation Date | |
| Client Account Number | |
| Client Details | Name: Business Name: Address: Phone (H): Phone (Mob): Driver's License No: |
| Event Date | From: |
| Event Description | |
| Event Type | |
| Number of Participants | |
| Client Photography Requirements: | Number of Photographs Required: Type of Photographs Required: Description of Photographs Required: |
| Minimum Order | |
| Reservation Fee | Date: |

TERMS AND CONDITIONS

- Services:** The Services to be provided by the Provider to the Client shall include any one or more of:
 - providing professional photographer(s) for the duration of the relevant Event;
 - providing suitable and professional camera, lighting, printing, technology and other types (collectively, "Equipment");
 - taking commercial photographs ("Photographs") of persons taking part in an Event ("Participants");
 - producing images, pictures, reproductions, adaptations, prints, graphics, illustrations (collectively, "Productions") out of the Photographs.
- Minimum Participants:** If the number of Participants is estimated to fall below fifty (50) persons, the Provider, in its discretion, decline to cover the Event, and if such decision is made, the Provider shall give written notice to the Client.
- No Service Fees:** Subject to Clause 4, no service fees shall be payable by the Client to the Provider.
- Payment of Other Charges:**
 - The Client shall pay the Provider the following amounts, where applicable:
 - Reservation Fee** (if required by the Provider), being the amount payable for each reservation for a specified Event ("Reservation"), and which shall be paid on Reservation Date;
 - Photograph and Production Orders**, being an amount payable in respect of any purchase of Photographs and Productions.
 - The Client shall not be entitled to set off or deduct any amounts due under this Reservation Agreement for any reason whatsoever.
 - Payment of the aforesaid amounts and all other payments required to be made under this Reservation Agreement shall be made by cheque, credit card or any other methods agreed upon by the Provider.
- Pre-Event Requirements:** For each Event required to be covered by the Provider, the Client shall provide written confirmation and guidelines relating to the following at least 7 days prior to the Event:
 - The Client shall provide written confirmation and guidelines relating to the following at least 7 days prior to the Event:
 - the number and type of Photographs and Productions required for purchase by the Client;
 - any customised Event folders required to be supplied by the Client to the Provider in respect of the sale of Photographs and Productions to the Participants of the Event;
 - any other special requirements of the Client, including for example, unique Photographs and Productions for the Event.
 - A pre-Event consultation shall be held by the Provider with the Client at least 7 days prior to the Event. The Provider shall provide the following details at the Pre-Event Consultation:
 - exact location of the photography shoot;
 - location within venue for setting up the Photography Equipment;
 - location of a booth for selling the Photographs and Productions in accordance with the Reservation Agreement;
 - information relating to the number and type of group or individual Photographs and Productions required in respect of each Photograph.
- Event Requirements:** For each Event required to be covered by the Provider, the Client shall

Example only

- a. a booth comprising tables and chairs, with adequate space for part or all of the Photography shoot for the Event, under good lighting at a prominent place within the location of the photography shoot for the Event;
 - b. electricity supply;
 - c. customised Event folders (if required); and
 - d. where applicable, car parking facilities located close to the photography shoot for the Event.
- 7. Sale of Photographs and Productions:**
- a. The Provider shall be entitled to offer all Photographs and Productions for sale to the Client. The sale of Photographs and Productions fulfilled by the Provider at the Event shall be made pursuant to the Provider's order form.
 - b. If the Provider is unable to offer such sale for any reason whatsoever at the Event, and in any event, the Client shall offer, for and on behalf of the Provider, all Photographs and Productions for sale to the Client for a period of at least 30 days. The Client shall be responsible for the collection of all Order Forms for and on behalf of the Provider;
 - c. The Client shall deliver the Order Forms and corresponding amounts to the Provider immediately before the Event;
 - d. The Client shall also provide its own orders for such number and type of Photographs and Productions in accordance with the guidelines given to the Provider under Clause 5(a) at the same time as the delivery of the Order Forms. The time of such delivery is to be made, within 30 days of the end of the Event;
 - e. The minimum number of Photographs and Productions required to be sold by the Provider at the Event shall be the minimum number of sales for the relevant Event. If such minimum number of sales is not achieved by the Provider pursuant to the Order Form, the Client shall make up for the shortfall in sales by purchasing the remaining number of Photographs and Productions required to be sold by the Order Form given to the Provider within 30 days of the end of the Event;
 - f. All orders shall be fulfilled and delivered by the Provider to the Client within 10 working days of the Client's order. The Client acknowledges and agrees that time is NOT of the essence in respect of the fulfilment and delivery of the Order Form and of the fault of the Provider, and delivery may not be refused by the Client. The Provider shall not be liable in respect of, any deliveries made after the 10-working day period.
- 8. Cancellation of Reservation:** If the Client cancels a Reservation at any time after the Reservation Form is signed, the Client shall demand liquidated damages of \$_____ as compensation for the Provider's costs and shall be deemed to be a debt due and payable within five (5) working days of the Client's cancellation.
- 9. Loss and Damage to Photography Equipment or Injury to Persons:**
- a. For each Event required to be covered by the Provider, the Client shall ensure that, with respect to the Event, appropriate occupational health and safety policies and procedures, and general good industry practice, are followed by the Client, its consultants or sub-contractors.
 - b. The Client shall be responsible for and shall indemnify the Provider against, all claims, damages, losses, costs and expenses, of its employees, agents, consultants or sub-contractors in respect of the Photography Equipment, and any injury to persons, of the Client herein.
- 10. Intellectual Property:** The Client expressly acknowledges and agrees as follows:
- a. All intellectual property rights, title and interests created or embodied in the Photographs and Productions, and any derivative works therefrom, of any type or nature used with respect to the photographs and any derivative works therefrom, shall be the property of the Provider. The Client shall use, publish, modify, reproduce, adapt, exhibit, display, print or advertise in any medium, and in any form, any such intellectual property rights, title and interests to others for any purpose as the Provider may require.
 - b. At the written request of the Provider, the Client shall secure a model release form from each individual appearing in the Photographs and Productions, known to that individual, in any of the Works for and on behalf of the Provider. Such individual shall sign such release form.
 - c. The Client shall not supply, sell, use or otherwise make available the Works or any part thereof, or any intellectual property rights, title and interests therein, to successors and third parties unless prior written permission has been granted by the Provider.
 - d. The Client shall defend, indemnify and hold harmless the Provider against any and all claims, damages, losses, costs and expenses or losses caused by, arising out of, or in connection with any unlawful matter, including but not limited to, intellectual property infringement thereof;
 - e. This Clause shall prevail over any contradictory language contained in any other document, and shall not be affected by the performance of the Services and/or by the use, publication, modification or distribution of the Works thereof.
- 11. Client's Warranties:** The Client further acknowledges, agrees and warrants that:
- a. when executed, the Reservation Form shall be a legal, valid and binding Reservation Form, and shall not be subject to any conditions subject to all applicable laws, and will not violate or create a default under any applicable law, and will not be a document binding on the Client and/or its property;
 - b. the Provider has not given to the Client, and the Provider hereby expressly disclaims any and all representations, liabilities and obligations, whether express or implied, including a representation that the Provider's Services correspond with description, quality or suitability of the Item and any other express or implied representation made by the Provider;
 - c. the Provider shall not be liable for any direct or indirect, consequential or special loss or damage, including but not limited to, loss of profits, arising out of, or in connection with, the Provider's Services, if the Client has selected the Provider for the supply of Services based on its own judgment and not on any representation made by the Provider;
 - d. there are no pending or threatened actions or proceedings before any court or administrative authority, and the Client's obligations under this Reservation Form, nor is the Client in default under any applicable law, and will not be a document binding on the Client and/or its property;
 - e. all information furnished, and to be furnished by the Client, shall be true, correct and complete.
- 12. Client's Indemnity:** The Client shall indemnify the Provider against all claims, demands, liabilities, damages, losses, costs and expenses, of the Provider arising out of any breach of obligations by the Client under this Reservation Form, in respect of the Event.
- 13. No Agency:** Neither the Client nor its representatives or agents, is an agent of the Provider, and the Client, its representatives or agents shall not bind the Provider in any way whatsoever.
- 14. Applicable Law:** This Reservation Form shall be governed by the laws of the state of New South Wales.
- 15. Severability:** If:
- a. the *Competition and Consumer Act (Cth)* ("Act"), its regulations or any other law or regulation is held to be unenforceable; or
 - b. a provision in this Reservation Form would otherwise contravene a requirement of the Act, its regulations or any other law,
- then this Reservation Form is to be read as if that provision was varied to the extent necessary to make it enforceable, without affecting the continued operation of the rest of the provisions contained herein.

I have read and understood, and acknowledge and agree to the terms and conditions

For more examples, please visit our website
www.tpmcompany.com.au/demo/#examples

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