

Digital Content (Video and Photo) Terms & Conditions

When working with 230 Media you are agreeing to the following terms:

- We'd require a non-refundable 50% deposit + hard costs upfront prior to production or post-production and the remaining balance upon receivership of the deliverable unless agreed with client otherwise. Deliverables will have watermarks when the final balance is received, watermarks will be removed.
- We accept all major payment options, including Electronic Funds Transfer (EFT) and debit and credit cards (Visa, Mastercard and American Express). No card surcharges apply — all prices quoted are inclusive of any card processing fees.
- The Client agrees and acknowledges that there is the possibility for equipment failure and/or for data files or memory cards to become corrupted. On the very rare occasion if this occurs and We are unable to provide the Services We will refund to the Client the amount paid to Us by the Client, for the Services We are unable to provide, less any expenses/hard costs incurred by Us in carrying out the Services.
- The Client grants the Producer a non-exclusive, worldwide, royalty-free license to use the content created under this agreement for the purposes of the Producer's own marketing and promotional activities, including but not limited to showreels, internal presentations, and social media channels, without the need for prior written consent.
- On payment in full, the Client receives a perpetual licence to use the final deliverables for their business marketing. No licence is granted while any balance remains unpaid.
- We shall provide the Services with such creative control, skill, care, and diligence as is ordinarily exercised by other providers in similar circumstances at the time the Services are provided.
- If We consider it appropriate to do so, we may, without the Client's prior written approval, engage another consultant/agent to assist Us in provision of the Services.
- Unless listed as a deliverable, raw footage and project files are not included and remain the property of 230 Media. They can be supplied as a paid add-on. Raw footage is stored for [90] days after final delivery, after which it may be deleted.
- All quotes are estimates. Any change to the quoted price will be agreed with the Client in writing (including by email) before additional costs are incurred. Parking and other fees associated with the shoot will be passed on to the Client at cost.
- Additional interviews, locations or deliverables requested on the day are subject to available time and may be charged separately. The deliverables in the quote remain unchanged unless agreed in writing.
- Only the deliverables listed in the quote are included. Any additional edits, versions, formats or services require a separate quote, agreed in writing before work begins.
- Each quote specifies the number of revision rounds included. A revision round is one consolidated list of changes, supplied in writing from one nominated contact. Additional rounds, or changes that depart from the approved brief, are charged at the standard editing rate.
- Once the deliverable is received, clients are required to provide their first round of revisions within one week (7 calendar days). If no revisions are submitted within this timeframe, the job will be deemed completed. Any future revisions requested after this period will be chargeable at the standard editing rate = \$250 inc GST per hour.
- Our Services are designed to provide you with photo and video marketing content. It is provided for marketing purposes only and we do not warrant or guarantee any compliance to advertising restrictions and requirements provided by the law. You remain solely responsible to ensure that the Deliverables adhere to any relevant Laws or regulations including Australian Health Practitioner regulation Agency (AHPRA).
- The Client is responsible for obtaining written consent from all patients, staff and third parties who appear in the content, before filming begins, and for any use of the content in advertising.
- If the Client asks for an invoice to be addressed to another party, the Client remains liable for payment if that party does not pay.

- A lunch break is required on all full day shoots. Any meals, drinks or gifts the Client chooses to provide during a shoot are always appreciated but are given at the Client's discretion and do not form part of the quoted fee. They cannot be deducted from, or offset against, any deposit or balance owing.
- Set-up and pack-down are included within the booked hours. The Client must have the location, team and patients ready at the scheduled time. Time lost to delays on the Client's side is not added to the booking without overtime charges.

Full day shoot is = Up to 8 Hours on-site

Half Day Shoot is = Up to 4 Hours on-site

CANCELLATION FEES (including Covid-19 and adverse weather)

> 24 hrs: 20% (booking fee)

< 24 hrs: 40%

< 12 hrs: 100%

OVERTIME FEES

Shoots that go over the allocated hours will incur a \$250 inc GST hour fee for each subsequent hour and any third party fees (if required). Bookings scheduled for an allocated time are to conclude at the scheduled time (i.e. a 2 hour shoot must finish within 2 hours) - any additional hours will be charged for.

RESCHEDULING

One reschedule is permitted free of charge with at least [72] hours' notice. Later reschedules are treated as a cancellation under the fees above. Cancellation fees are separate from, and not credited against, any rebooked shoot. Notice periods are calculated in the local time of the shoot location.

LATE PAYMENT FEES

Payment is encouraged within 14 days of the invoice being sent. Late fees occur after 30 days of the invoice being sent. A late fee of 10% is charged on the first day the payment is overdue, and 15% additional for each subsequent week; compounding. If the due date of an invoice falls on a weekend or public holiday, the invoice must be paid on a business day PRIOR to the due date; otherwise the payment will be deemed as late. Late fees must be paid within 7 days.