



PHOTOGRAPHY AND VIDEOGRAPHY SERVICE AGREEMENT

Client service contract for photography, videography and digital production work

Document purpose: This agreement records the commercial terms on which Motley Media provides photography, videography, editing, delivery and related production services to a client.

Use instruction: Complete Schedule 1 before the booking is accepted. Use a separate release, model consent, location release or child media consent where the project requires it.

Parties and Project Details

Item	Details
Client legal name	[Insert client full name / organisation name]
ABN / ACN if applicable	[Insert]
Client contact person	[Insert]
Client phone / email	[Insert]
Project name	[Insert]
Project date/s	[Insert]
Project location/s	[Insert]
Services required	☐ Photography ☐ Videography ☐ Editing ☐ Drone/Aerial ☐ Graphics ☐ Other: _____

Operative Clauses

1. Engagement and scope

The Client engages Motley Media to provide the services described in Schedule 1. The scope is limited to the written project details, agreed deliverables, agreed inclusions and any written variation accepted by Motley Media.

2. Fees, deposit and payment

The Client must pay the project fees, deposit, balance and any approved additional charges stated in Schedule 1. Unless Schedule 1 states otherwise, a booking is not confirmed until Motley Media receives the required deposit and written confirmation from the Client.

3. Client responsibilities

- provide accurate project information, timings, addresses, contacts and access requirements;
- obtain permissions from venues, property owners, event organisers, performers, participants, schools, parents, guardians or rights holders where required;
- ensure Motley Media has safe and practical access to the location;
- identify any restricted persons, restricted content, cultural sensitivities, child-safety requirements, privacy restrictions or no-filming areas before production begins;
- supply any logos, scripts, music, brand files or third-party material only where the Client has rights to use them.

4. Creative discretion and production limitations

The Client acknowledges that photography and videography involve creative, technical and environmental judgment. Final results may be affected by weather, venue lighting, access, crowd movement, timing delays, subject cooperation, equipment safety, drone restrictions, venue rules and other conditions beyond Motley Media's reasonable control.

5. Deliverables and delivery

Motley Media will deliver the agreed deliverables using the delivery method stated in Schedule 1 or another reasonable method. Delivery dates are estimates unless expressly stated as fixed. Raw files, unedited captures, project files, source files and working files are not included unless expressly written in Schedule 1.

6. Revisions and change requests

Included revisions are limited to the number stated in Schedule 1. Additional changes, re-edits, re-exports, alternate versions, new music, new captions, new graphics, additional galleries, additional downloads or requests outside scope may be quoted and charged separately.

7. Cancellations, rescheduling and force majeure

Cancellation and rescheduling are handled under the Booking Confirmation and Deposit Agreement or the written terms in Schedule 1. Motley Media is not responsible for failure or delay caused by events beyond reasonable control, including severe weather, emergency, venue refusal, illness, transport failure, power failure, unsafe conditions, airspace restrictions, government direction or equipment failure not caused by lack of reasonable care.



Motley Media & Digital Productions

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8. Copyright, licence and permitted use

Unless expressly assigned in writing, copyright in original works created by Motley Media remains with Motley Media. On full payment, the Client receives the licence stated in Schedule 1 or the applicable Commercial Usage Licence Agreement or Personal Use Licence Agreement. The Client must not sell, license, alter, remove watermarks, misrepresent authorship or use deliverables outside the agreed licence.

9. Portfolio and promotional use

Motley Media may use selected non-confidential work for portfolio, website, social media, marketing or award submission only where permitted by the Client Release Form, project permissions, written consent, usage licence or applicable law. Restricted, child-related, confidential or sensitive material will not be used publicly without appropriate consent.

10. Privacy, minors and sensitive material

Where identifiable people, children, private premises, schools, private conversations or sensitive circumstances are captured, the Client must notify Motley Media of relevant restrictions and obtain required permissions. Additional consent forms may be required before production, delivery or publication.

11. Liability and non-excludable rights

Nothing in this agreement excludes rights that cannot lawfully be excluded under Australian Consumer Law or other applicable law. Subject to those non-excludable rights, Motley Media is not liable for indirect loss, loss of profit, loss of opportunity, reputational loss or consequential loss arising from the project except to the extent caused by Motley Media's proven negligence or wilful misconduct.

12. Dispute resolution and governing law

The parties must first attempt to resolve any dispute by written notice, reasonable discussion and good faith negotiation. This agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 - Project Scope and Commercial Terms

Schedule item	Details
Package / quote reference	[Insert]
Agreed inclusions	[Insert]
Excluded items	[Insert]
Coverage hours / production time	[Insert]
Deliverables	[Insert number/type of images, videos, edits, graphics, albums, downloads]
Delivery method	☐ MotFlix project portal ☐ Email/link ☐ USB/drive ☐ Other: _____
Project fee	AUD \$ _____
Deposit	AUD \$ _____ due on _____
Balance	AUD \$ _____ due on _____
Revisions included	[Insert]
Licence type	☐ Personal use ☐ Commercial use ☐ Custom licence attached
Special conditions	[Insert or write Not applicable]

Signature and Authorisation

Signing statement: Each person signing confirms that they have read this document, understood its purpose, had an opportunity to ask questions or obtain advice, and has authority to sign for the named party where signing on behalf of an organisation.

Client	Motley Media & Digital Productions
Full name:	Full name:
Position / authority:	Position / authority:
Signature:	Signature:
Date:	Date: