



Motley Media & Digital Productions

ABN 64 511 853 908
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TERMS AND CONDITIONS

Photography, videography, aerial production, editing, digital delivery and related creative services

EFFECTIVE DATE	VERSION	GOVERNING LAW
17 July 2026	1.0	New South Wales, Australia

Purpose. These Terms set clear expectations, allocate responsibilities fairly and consolidate operational limitations and product/service disclaimers into one document. They are designed to work with, not contradict, the Motley Media agreements, releases, licences, declarations and request forms.

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1. Application and acceptance

These Terms and Conditions apply to photography, videography, aerial and drone production, editing, post-production, graphic design, web design, digital delivery, MotFlix access and related services supplied by Motley Media & Digital Productions (Motley Media).

A Client accepts these Terms when the Client signs a quote, service agreement, booking confirmation or related form; pays a deposit or invoice; instructs Motley Media to begin work; or otherwise confirms a booking in writing.

Terms published after a booking is confirmed do not retrospectively alter that booking unless both parties agree in writing.

2. Project documents and order of precedence

These Terms operate with the project quote, Schedule 1, Photography and Videography Service Agreement, Booking Confirmation and Deposit Agreement, applicable licence, release, consent, declaration, run sheet and written variation (Project Documents).

Where documents address the same subject inconsistently, a specifically negotiated written term or signed project schedule prevails over a general term. A specialist document governs its subject matter - for example, a Child Media Consent Form governs child-media permission, and a Commercial Usage Licence governs commercial use.

Nothing in these Terms removes a right or remedy that cannot lawfully be excluded.

3. Quotes, scope and variations

A quote covers only the services, hours, locations, deliverables, inclusions and licence expressly stated. Raw files, unedited captures, source files, editable project files, additional versions and indefinite hosting are excluded unless written into the quote.

Any change to the date, location, coverage hours, creative direction, deliverables, turnaround, music, graphics, revision requirements or access conditions may require a written variation and additional fee.

Motley Media may rely on information supplied by the Client when quoting. Material omissions or inaccurate information may require a revised quote.

4. Booking confirmation, deposits and date reservation

A date is not reserved until the required deposit has been received and Motley Media has issued written confirmation. Until then, the date may be offered to another client.

The deposit is credited toward the project fee and compensates Motley Media for administration, planning, scheduling, preparation and declining conflicting work. If the Client cancels, deposit treatment is assessed reasonably under the Booking Confirmation and Deposit Agreement, the circumstances and applicable law.

No employee, contractor or representative may promise a refund, variation or date change unless confirmed in writing by Motley Media.

5. Fees, payment and overdue amounts

The Client must pay the deposit, balance, approved variations and reimbursable expenses by the due dates in the Project Documents or invoice.

If payment is overdue, Motley Media may pause attendance, production, editing, release, upload, MotFlix access, licensing or delivery until the account is resolved, provided this does not limit non-excludable rights.



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Copyright licences and download permissions commence only after full cleared payment unless Motley Media agrees otherwise in writing.

6. Client information, approvals and cooperation

The Client must provide accurate dates, addresses, schedules, contact details, access instructions, event sequences and project requirements in sufficient time for preparation.

The Client must nominate one authorised contact for instructions and final approval. Conflicting directions from multiple people may delay the project and may be treated as additional work.

The Client must identify must-capture people, products, scenes or moments in writing. Motley Media will use reasonable efforts, but cannot guarantee every requested image or moment where timing, access, safety, obstruction or subject cooperation prevents capture.

7. Venues, access, parking, permits and facilities

The Client is responsible for obtaining venue, property-owner, event-organiser, school, council, participant and location permissions unless Motley Media expressly agrees in writing to obtain a particular permission.

The Client must arrange safe and practical access, including venue induction, loading access, suitable nearby parking and any parking permits. Parking, tolls, permits, accommodation and travel expenses not included in the quote may be reimbursable where reasonably incurred or approved.

The Client must disclose restricted areas, site hazards, privacy restrictions, no-filming zones, cultural sensitivities, fragile property, security procedures and child-safety requirements before attendance.

8. Schedules, punctuality, delays and overtime

Coverage begins and ends at the agreed times. Delays caused by the Client, venue, ceremony, transport, participants, suppliers or event program do not automatically extend the booked coverage.

Overtime is subject to staff availability and may be charged at the rate stated in the quote or otherwise agreed before the additional coverage is provided.

Motley Media is not responsible for missed material caused by late access, changed schedules, ceremonies commencing early, key participants being unavailable, or a failure to inform Motley Media of program changes.

9. Meals, refreshments and reasonable breaks

For on-site event or function-centre coverage scheduled for five or more consecutive hours, where a meal is served to guests, the Client must arrange one suitable vendor meal and reasonable non-alcoholic refreshments for each Motley Media crew member attending.

The meal should be served during the guest meal period and early enough for the crew to return before speeches, formalities or other scheduled coverage. Dietary requirements notified by Motley Media must be reasonably accommodated.

If a suitable meal is not provided, Motley Media may, after notifying the Client or MC, take a reasonable meal break of up to 45 minutes plus necessary travel time to obtain food. Coverage cannot be guaranteed during that absence. Reasonable access to drinking water and bathroom facilities must be available during extended bookings.

Reasonable safety and fatigue-management breaks may also be taken where required. Wherever practicable, breaks will be scheduled during low-activity periods.



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10. Personnel, assistants and subcontractors

Motley Media may use suitably skilled employees, assistants, second shooters, editors, pilots or contractors where appropriate. Motley Media remains responsible for coordinating the contracted services.

Where a particular individual is specifically named as essential, Motley Media will use reasonable efforts to provide that person. If illness, emergency or another event beyond reasonable control prevents attendance, Motley Media may provide a suitably qualified replacement, reschedule, reduce the affected scope or offer another reasonable remedy.

11. Safety, respectful conduct and right to suspend work

Motley Media may refuse, pause or stop work where conditions are unsafe, unlawful, abusive, discriminatory, threatening, sexually inappropriate, excessively intoxicated, hazardous to equipment or inconsistent with venue or aviation requirements.

The Client is responsible for reasonable conduct by the Client, guests, participants and representatives. If conduct or conditions cannot be made safe after a reasonable request, Motley Media may leave the location. Fees and remedies will be assessed according to the work completed, the cause of the interruption and applicable law.

Motley Media will not knowingly create unlawful, defamatory, deceptive, exploitative or unsafe content.

12. Creative discretion and visual consistency

The Client acknowledges that photography, videography and design involve artistic judgment. Motley Media retains reasonable discretion over composition, camera position, lighting, lens choice, colour treatment, audio treatment, sequencing, editing style and selection of final images or footage, subject to the agreed brief.

Examples, portfolios and mood references guide the creative direction but do not guarantee an identical result because people, light, weather, venues, timing and circumstances differ.

Motley Media is not required to deliver duplicate, test, technically defective, unsafe, unflattering or substantially repetitive captures.

13. Event coverage limitations and interference

Crowds, guests, mobile phones, other photographers or videographers, venue staff, celebrants, performers, security, lighting restrictions and physical obstructions may affect camera position, audio quality and captured content.

Other media suppliers are permitted unless exclusivity is stated in the Project Documents, but the Client must coordinate them. Motley Media is not responsible for compromised or missed material caused by interference, blocked sightlines, flashes, lasers, restricted movement or competing instructions outside Motley Media control.

Continuous recording is included only where expressly stated. Short interruptions may be necessary for safe repositioning, media or battery management, equipment changes and reasonable breaks.

14. Drone and aerial production

Drone and aerial work is subject to weather, visibility, wind, crowds, property approval, airspace restrictions, emergency activity, nearby aircraft, GPS or electromagnetic interference, CASA requirements and operational safety.

Motley Media has final operational discretion and will not conduct an unsafe or unlawful flight. Requested aerial shots are not guaranteed unless they can be achieved safely and lawfully.

If aerial work cannot proceed, Motley Media may propose a new time, alternate ground-based coverage, a changed shot plan, a credit or another proportionate remedy consistent with the quote and applicable law.



15. Deliverables and excluded materials

Motley Media will supply the final deliverables listed in the Project Documents. Delivery quantities may be approximate where the quote states an estimate.

Raw photographs, unedited footage, audio stems, project files, timelines, graphics source files, templates, unused takes and working files remain excluded unless expressly purchased or licensed.

Deliverables may be supplied through MotFlix, secure link, cloud service, physical drive or another agreed method.

16. Editing, proofs, revisions and approval

Included revisions are limited to the allowance in the Project Documents. A Revision Request Form should identify the file, image, page or timecode and state the exact requested change.

New creative direction, extensive retouching, new music, new graphics, additional cuts, new formats, stakeholder preference changes, changes after approval, restoration work or revisions outside scope may be quoted separately.

The Client must review proofs and revised deliverables promptly. Use, publication, download, written approval or failure to identify an agreed-scope issue within a reasonable review period may be treated as acceptance, subject to non-excludable rights.

17. Delivery dates and turnaround

Delivery dates are estimates unless expressly agreed as fixed. Turnaround may be affected by project scale, revision delays, client approvals, supplier delays, software processing, platform availability, illness, peak workload or other reasonable production constraints.

Motley Media will communicate material delays and provide an updated estimate. If a service cannot be supplied on time or within a reasonable time, Motley Media will provide an appropriate solution consistent with the Project Documents and applicable consumer law.

18. MotFlix, online delivery and access responsibility

Restricted MotFlix access codes and private download links must be shared only with approved recipients. The Client is responsible for recipients to whom the Client gives access.

Online streaming and downloads depend on the user device, browser, internet connection, hosting infrastructure and file compatibility. Motley Media does not guarantee uninterrupted access to third-party networks or devices.

Unless a different access period is stated, Motley Media will use reasonable efforts to keep delivered online material available for at least 90 days after initial delivery. MotFlix is a delivery convenience, not permanent archival storage.

19. Client downloads, storage and archival

The Client must promptly download, verify and create independent backups of all final deliverables. Once files are downloaded, responsibility for the Client copy passes to the Client.

Motley Media may retain selected project and working files for operational, legal, accounting, insurance, portfolio or archival reasons, but does not guarantee indefinite retention. Unless agreed otherwise, working and delivered files may be deleted after 90 days from final delivery.

Retrieval, re-upload, re-export or restoration after delivery may be unavailable or may attract a fee.



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20. Equipment, media, software and data integrity

Motley Media uses professional equipment and reasonable capture, handling and backup practices appropriate to the project. No camera, storage card, drive, computer, software application, cloud service, cable, power source or digital file format is infallible.

If equipment malfunction, media corruption or data loss occurs despite reasonable care, Motley Media will promptly assess the affected material and available recovery options. Depending on what is practical and proportionate, the remedy may include data-recovery attempts, substitute material, re-performance or reshooting where reasonably possible, a credit, or a refund proportionate to the affected part of the service.

Motley Media does not exclude responsibility for a failure to exercise due care and skill, negligence or wilful misconduct. Subject to non-excludable rights, Motley Media is not responsible for unavoidable failure caused by latent equipment defects, unforeseeable corruption, third-party platform failure, power events or circumstances beyond reasonable control.

21. Cancellations, postponements and rescheduling

A cancellation or rescheduling request is not effective until accepted by Motley Media in writing. The Cancellation and Rescheduling Request Form may be used to create a clear record.

Rescheduling is subject to availability and may require revised pricing where travel, venue fees, permits, contractors, rush work, accommodation, scope or production timing changes.

Payments, credits and refunds will be assessed under the Project Documents, work already performed, unavoidable committed costs, loss of the reserved date, the reason for the change and applicable law.

22. Force majeure and circumstances beyond control

Neither party is responsible for delay or failure caused by an event beyond reasonable control, including severe weather, natural disaster, fire, flood, epidemic, government direction, venue closure, emergency, transport disruption, power or network failure, industrial action, airspace restriction, civil disturbance or serious illness.

The affected party must notify the other as soon as reasonably practicable. The parties will attempt to reschedule, vary the scope or agree another proportionate solution. This clause does not excuse payment for services already properly supplied or costs reasonably incurred.

23. Copyright and client licence

Copyright in original photographs, video, audio-visual works, edits, graphics, designs and other creative work remains with Motley Media unless a written assignment signed by Motley Media states otherwise.

After full payment, the Client receives the Personal Use Licence, Commercial Usage Licence or custom licence stated in the Project Documents. A licence gives permission to use the work; it does not transfer ownership.

The Client must not resell, sublicense, falsely attribute, unlawfully alter, remove a required watermark, upload to a stock library, use outside the permitted purpose or allow commercial use under a personal-use licence.

24. Client-supplied music and third-party content

The Client must supply only music, logos, fonts, photographs, footage, scripts, trade marks, artwork and other material that the Client owns or is authorised to use.

Motley Media may rely on the Music and Third-Party Content Declaration and may refuse, replace, mute, blur, remove, privately deliver or hold back material that appears uncleared, unlawful, risky or incompatible with platform rules.



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The Client is responsible for claims, licence fees, takedowns and restrictions arising from Client-supplied material, except to the extent caused by Motley Media independently using material without the Client authority or contrary to the agreed instructions.

25. Releases, permissions, privacy and minors

The Client must identify private, restricted, confidential, child-related or sensitive material and obtain any required participant, parent/guardian, school, performer, property and venue permissions unless Motley Media expressly agrees to manage a specific permission.

Portfolio, website, social media or promotional use by Motley Media will occur only where permitted by an applicable release, consent, licence, written approval or law. Restricted, confidential and child-related content will not knowingly be used publicly without appropriate authority.

Privacy, correction, consent-withdrawal, restriction and removal requests may be submitted using the Privacy and Data Removal Request Form. Removal may be limited where material has already been lawfully printed, downloaded, reposted, cached or distributed beyond Motley Media control.

26. Confidentiality and non-disclosure

Each party must protect confidential information received for the project and use it only for the agreed purpose, except where disclosure is authorised, required by law or reasonably necessary to professional advisers, insurers or contractors who are bound by confidentiality obligations.

Where greater confidentiality is required, the parties should sign the applicable Motley Media Non-Disclosure Agreement. The NDA prevails on confidentiality matters to the extent of any inconsistency.

27. Liability, consumer guarantees and proportionate remedies

Motley Media will provide services with due care and skill and will take reasonable steps to avoid loss or damage. Nothing in these Terms excludes, restricts or modifies the Australian Consumer Law or another right that cannot lawfully be excluded.

Subject to those rights and to the extent permitted by law, Motley Media is not liable for indirect, consequential, reputational or economic loss that was not reasonably foreseeable or was caused by the Client, participants, venues, third parties or circumstances beyond reasonable control.

Where the law permits a limitation, liability for an affected service is limited to a reasonable and proportionate remedy, which may include re-supplying the service, correcting or replacing a deliverable, providing a credit, or refunding the portion of fees attributable to the affected service.

Nothing in this clause limits liability to the extent caused by proven negligence, wilful misconduct, fraud or another liability that cannot lawfully be limited.

28. Complaints and issue resolution

A Client should notify Motley Media promptly and provide relevant dates, files, links, screenshots and the outcome sought. The Complaint and Issue Resolution Form may be used for this purpose.

The parties must first attempt to resolve the issue through respectful communication, exchange of relevant information and good-faith negotiation. Urgent privacy, safety or child-protection concerns should be clearly marked urgent.

If the matter remains unresolved, either party may pursue available consumer, tribunal, court, insurance or other lawful remedies. Using the internal process does not waive legal rights.



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29. General provisions

No failure or delay in enforcing a right is a waiver of that right. If a provision is invalid or unenforceable, it is to be read down where possible and the remaining provisions continue.

The Client may not transfer a booking, licence or contract without Motley Media written consent. Motley Media may engage personnel or contractors as permitted under these Terms but remains responsible for contracted coordination.

Notices may be delivered by email to the addresses used for the booking. These Terms and the Project Documents constitute the agreement for the stated subject matter and replace prior inconsistent discussions.

These Terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of New South Wales.

30. Contact

Questions about these Terms, a booking, privacy request or complaint may be directed to Motley Media & Digital Productions using the contact details below.

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End of Terms and Conditions