

CHEVAUNE HINDLEY

AUSTRALIA

TERMS AND CONDITIONS

Last Updated: September 27, 2023

These terms and conditions ("Agreement") outline the terms of engagement between Chevaune Hindley ("Chevaune") and the client ("Client") for the provision of photography, creative direction and prints services. By booking the services of Chevaune Hindley, the Client agrees to be bound by these terms and conditions.

1. Acceptance of Terms

- a. By accessing or using our Service, you agree to be bound by this Agreement. You may engage Chevaune Hindley to carry out a project for you by:
 - i. Signing and returning a proposal to Chevaune Hindley;
 - ii. Accepting a quote in writing; or
 - iii. Giving Chevaune Hindley written, emailed or verbal confirmation to commence a project/ongoing services

2. Description of Service

- a. Our service provides a range of services relating to photography, creative direction and prints.

3. Service Fees and Payments

- a. By accepting our services, you agree to pay the applicable fees as described in previous correspondence, often referred to as Price List and Project Breakdown. All fees are in Australian dollars (AUD) and are exclusive of applicable taxes unless otherwise stated.
- b. In some instances a deposit will be required to secure the session date and time.
- c. Please note, delayed payments may result in delayed timelines and final work is not handed over until the final invoice is paid.

4. Additional Expenses

- a. Any fees outlined in the fee proposal do not include any additional expenses that might be incurred due to the nature of the project, such as travel.
- b. Any requests outside of the scope of work detailed on your proposal are not included in your quoted price and will need to be quoted for separately.

5. Contract of Services

- a. An independent contractor relationship will be created between you (the client) and Chevaune Hindley. No partnership or joint venture is intended or implied by either party. A date of commencement of the services will be mutually agreed upon between the client and Chevaune Hindley, and any charges will be applicable according to that date.

6. Cancellation Policy

- a. A non-refundable deposit will be taken to secure the commencement of the project and secure a start date. This time is then allocated and reserved for you. If you, the client, need to reschedule your project, Chevaune Hindley requires a four week notice period, and will work with you to find a new commencement date. Please note, if you request to reschedule your project within one – six weeks of your project start date, you will forfeit your deposit.



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7. Privacy

a. Your information provided including personal information is kept confidential and will not be exposed to a third party without prior consent. Chevaune Hindley will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Your information will be made privy to any employees or subcontractors of Chevaune Hindley for business purposes only.

8. Timelines

a. Each party agrees to adhere to the agreed upon timelines set prior to the commencement of the project. Any delays in providing feedback by the due date may result in additional charges and/or a delay in the completion of your project.
b. Timeline may be subject to availability of any subcontractors and availability of information.

9. Model Release

a. The Client grants Chevaune Hindley the right to use the images for promotional purposes, including but not limited to the Photographer's website, portfolio, social media, and marketing materials.
b. If the Client does not wish to have their images used for promotional purposes, they must provide written notice to Chevaune Hindley before the session.

10. Limitation of Liability

a. To the extent permitted by law, our business and its affiliates and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to the use or inability to use the Service.

11. Indemnification

a. You agree to indemnify, defend, and hold harmless our business and its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to your use of the Service, your violation of this Agreement, or your infringement of any rights of a third party.

12. Governing Law and Jurisdiction

a. This Agreement shall be governed by and construed in accordance with the laws of Australia. Any legal action or proceeding arising out of or relating to this Agreement shall be exclusively brought in the courts located in Australia. The State of Queensland, Australia, is the governing body of the physical location of Chevaune Hindley.

13. Amendments

a. We reserve the right to modify or replace any part of this Agreement at any time. It is your responsibility to review this Agreement periodically for changes. Your continued use of the Service after any modifications constitutes acceptance of those changes.

By using any of the services of Chevaune Hindley, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

