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Terms & Conditions:

Firstly, thank you for your booking. We are looking forward to working with you to create some great content, but before we start work on this project, there are a few things we need to agree to first...

Bookings:

Jobs are accepted by Lumanation Productions trading under cameraoperatorsydney.com / Paul Moses at the price agreed and quoted in writing. Prices may vary due to subsequent client requirements. Any such additional costs will be advised as soon as they become apparent.

Lumanation Productions is GST Registered in Australia and GST will be added at the current rate where applicable.

Confirmation of a booking must be received in writing before any job takes place. Lumanation Productions cannot accept responsibility for misunderstanding resulting from verbal / pencil bookings which are not followed up with a confirmation email.

Priority will be given to confirmed rather than pencil bookings.

Agreement to and acceptance of the terms and conditions listed herein are acknowledged, once a booking or request for service is made. Lumanation Productions will only provide services under the following Terms and Conditions. A copy of these Terms and Conditions can be provided on our website and upon request.

The recorded Master Video (Raw Footage), Video Files, Audio Files and Edited Video Files, including all copyrights will remain the property of Lumanation Productions until full payment is made for commissioned works.

For unpaid commissioned works or in the event that a final agreed payment is not made, Lumanation Productions reserves the right to withhold all recordings and finished works.

Lumanation Productions reserves the right to use edited or unedited video from all productions or commissioned works for promotional or commercial purposes. The copyright for the segments will belong to Paul Moses exclusively. The segments will be used on our website, sent to clients on a sample DVD or Blu-ray disc or used in a company portfolio of work. Generic vision (non signage or branded footage) may be re-commissioned as general stock footage.

Disposal of Recorded Materials:

We strongly recommend that client's double backup all media files once received from Lumanation Productions. Lumanation Productions offer's a backup service of all assets (Raw footage, audio recordings, graphics etc) from all projects, if this service is not required, Master Tapes (Raw Footage), Video Files, Audio Files & Edited Video Files may be only retained for up to one (1) month and may then be disposed of, deleted or erased. If at the end of one (1) month commissioned works have not been purchased, Lumanation Productions reserves the right to dispose of all tapes, video and audio files, recorded materials and finished works with communication to the client.

Equipment:

Lumanation Productions will endeavour to appropriately advise clients where requested on camera, lighting and sound equipment and other

technical and creative matters relating to a shoot, but this guidance will not render Lumanation Productions liable for (a) the suitability of the equipment for the shoot or (b) the overall success of the shoot.

Transport and Parking:

Travel within the Sydney CBD (up to 20km from the Surry Hills area) will not be charged to the client and is free of charge. For projects and locations outside of this area, travel will incur a charge of .70c per kilometre. For example: for a shoot 40km away from Surry Hills (Sydney), total travel will be 80km.

80km minus 20km free of charge = 60km charge for travel.

We will endeavour to find the cheapest possible parking within a reasonable distance to your shoot location. However all parking costs and road toll costs will be passed on.

Cancellations:

Every effort will be made by Lumanation Productions to be flexible and understanding in relation to the changing nature of production schedules, however, for advance bookings that have been confirmed in writing by the client, the following cancellation terms apply:

Cancellations within 24 hours of job start date – 100% day rate charge applicable

Cancellations within 48 hours of job start date – 50% day rate charge applicable

Payment:

Invoices will be submitted for payment upon completion of work and payment is due within 30 days of receipt of the invoice unless otherwise agreed. **New clients, clients residing outside of Australia and all projects with a total value of more than \$5000 will require a 50% deposit before work has commenced.**

International bookings / clients registered outside of Australia require payment to be made upon final edit sign off / handover of footage.

Payment is to be made by direct debit to an account nominated in writing by Lumanation Productions (and must confirm to Lumanation Productions in writing when it has done so). If the Client does not pay an invoice by that time, then without prejudice to Lumanation Productions' rights:

(a) a 5% increase on the invoice amount will take effect after the invoice is due.

(b) by written notice to the Client, Lumanation Productions can suspend or terminate any licence granted to the Client to use the Deliverable in respect of which payment is outstanding, and may recover or remove from the Facilities any Deliverables for which payment has not been made.

Upon payment in full for the Deliverables, Lumanation Productions grants the Client a non-exclusive and non-transferable perpetual licence to use the Intellectual Property for the Client's own business purposes. However, the Client must not copy or use any of the Intellectual Property for any other purposes, or permit any act to be done, that infringes Lumanation Productions; (or its licensors') intellectual property rights including music.

The Client must ensure that the written details for any Deliverable (whether in the Production Schedule, script or call sheet) meets with the Client's requirements prior to the work commencing under this document.

International banking fees and international and national paypal (if you choose to pay this way) fees will be passed on to the invoiced party.

General Provisions

These Terms are governed by and will be interpreted according to the laws of New South Wales, Australia and the parties consent and submit to the jurisdiction of the NSW courts.

If any provision of these Terms proves to be illegal or unenforceable for any reason, that provision is deemed omitted without affecting the remaining provisions and the remaining provisions of these Terms shall continue in full force and effect.

Any notice required or contemplated by these Terms is deemed to have been properly given to a party if it is in writing, properly addressed and delivered personally, or mailed postage prepared addressed, by facsimile or by e-mail to the party at its addresses set out in these Terms, or such other address nominated by a party in writing.

The Client may not assign any of its rights or obligations under these Terms without Lumanation Productions' prior written consent. Lumanation Productions may arrange for subcontractors to perform any of its obligations under these Terms or a Production Schedule.

Lumanation Productions' failure, delay or neglect to enforce a term of these Terms is not to be taken as a waiver of that term or Lumanation Productions' rights, or a consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

These Terms may only be amended or varied by written agreement of the parties.