



## Infocus Photography & Video Studios

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[www.infocus-photography.com.au](http://www.infocus-photography.com.au)

### 1 Warranty

Infocus Photography & Video studios known hereafter as the company. All recorded materials are checked prior to despatch and warrants the material to which the program has been originally recorded on, to be free from defects for a period of 7 days from receipt of payment. If a fault develops within this time, the warranty is limited to duplication on a one for one basis after goods are returned to the place of purchase and checked for possible technical errors. The warranty is limited only to materials originally recorded onto by the company and not to compatibility issues which may arise from some players, negligence or wear and tear from incorrect or normal use.

### 2 Copyright of original files

Unless written notification has been given otherwise, copyright of all material originally recorded, photographed, edited and produced, including any digital files remains the sole copyright of the company. It is agreed that images and files shot by the company can be used for promotional purposes without notification, whether by print, media or internet. Ownership of purchased materials including tapes, discs, and recorded material remain the property of the company until all monies have been paid in full. Any footage originally shot, scanned, converted, or produced remains the copyright of the company. Music used in any production remains the copyright of the original artist. All other footage supplied remains the copyright of the original owner. It is understood that any original photographic images files placed by the client on any website, including social networks, newspaper articles or public display, MUST acknowledge the copyright owner: The acknowledgement is to clearly name the website 'www.infocus-photography.com.au' for each image.

**3 The company does not sell**, disclose personal or sensitive information to any unsolicited source. It is agreed that material recorded may be used for promotional purposes and is limited to titles or images already freely known. Any original files or recorded material, placed on a computer, will be held for a period of 14 days after receipt of goods, or 14 days from date of invoice, after which time these files will be marked for deletion.

**4** Material recorded will not be duplicated by the company for sale to a third party unless prior arrangements from the client are made.

**5** Material once edited may incur additional charges at the current rate should any changes to the final master be required. If music is supplied for insertion, every endeavour will be made to initiate the suggested request. However, if it is not possible to insert all music or a substitute has been made, or any song unsuitable for any reason. Then the company reserves the right to make these changes at the time of production.

**6** Whilst every care is taken for the protection of any material that belongs to the client whilst stored on the property or in transit by the company, it is understood that this is at the client's risk.

**7** Items that have been invoiced and not picked up or paid for within a 3 month period will be charged a \$35 handling fee. Any items left for a period of more than 5 months will be disposed of.

**8 Archival fees:** Footage, images or files requested after 12 months or longer will be charged an archival fee of \$90

**9** It is understood that these Terms and Conditions make up the condition of sale between the company and the client.

Effective Date: 1 January 2021