

**WILD TALONS PHOTOGRAPHY
SERVICE AGREEMENT**

COMMERCIAL DETAILS

we, us, or our
(Service Provider)

Hastings Mobile Rehab Pty Ltd (ACN 638 812 343)
Email: ruth@wildtalons.com.au

Services

Services Provided

The services covered by this agreement include:

Pet Photography Session Photography sessions may take place outdoors, in studio, or at a client's home, depending on the package selected and the needs of the pet. Session details — including location, duration, and inclusions — will be confirmed prior to booking. Travel fees may apply for home-based sessions outside the standard service area.

Image Development & Editing This includes the professional editing and preparation of images captured during your Pet Photography session ("Photos"). Edited images will be delivered via a private online gallery within the agreed timeframe. Print orders may require additional production time depending on materials and format.

Price

As set out in the schedule of rates (as attached in Attachment 1 to this Agreement or as otherwise agreed between the Parties).

Payment Terms

You must pay 100% of the Price prior to the commencement of the Services using the payment method set out in our invoice, or as otherwise agreed between the Parties.

Term

This Agreement starts upon the earlier of (i) your signature of this Agreement and (ii) your payment of the Price and will continue until the date on which we have completed the supply of the Services to you (as reasonably determined by us)

By signing you agree to our terms and conditions attached.

Terms and Conditions

- 1.1 **Services:** We agree to provide the Services to you on these terms and conditions.
- 1.2 **Variations:** Changes to the Services need to be written and agreed upon by both parties. They will be priced as per our rate schedule or as mutually agreed. If your requests change the scope of services or our duties, we are not required to follow them unless agreed in writing as stated.
- 1.3 **Cancelling or Rescheduling the Services:**

If, for whatever reason, we cannot provide the Services on the agreed date, we may:

 - (a) cancel the Services and return the payment to you; or
 - (b) postpone the Services and negotiate with you on a mutually convenient time to provide the Services at a later date within 3 months of the original agreed date.
- 1.4 If, for whatever reason, you cancel or postpone the Services, you may:
 - (a) negotiate on a mutually convenient time for us to provide the Services at a later date.
 - (b) If a new date cannot be agreed upon by both parties within 3 months of the original agreed date, you may cancel the booking and have your payment returned.
- 1.5 **Waiver:** For the duration of the Services and at all times, the pet shall remain under your care, custody and control, and we will not take ownership or assume responsibility for your pet. While we will take all reasonable precautions in handling your pet, we cannot guarantee or ensure the pet's safety. By agreeing to these terms and conditions, you assume all risks of injury or harm to the pet that may arise in the course of the Services and release us from the related liability.
- 1.6 **Price and Payment Terms:** You agree to pay the Price according to the Payment Terms.
- 1.7 **Late Payments:** If any payment has not been made in accordance with the Payment Terms, we may choose to not provide the Services and withhold any Photos created as part of the Services until payment is made in accordance with the Payment Terms.
- 1.8 **Client obligations:** If we are performing the Services at your premises, you agree to provide us and our team with safe access to the premises and necessary facilities at the agreed times for service delivery.
- 1.9 **Intellectual Property:**
 - (a) **Assignment of new IP:** Any new intellectual property (IP), such as any Photos that we create specifically as part of the Services under this Agreement, are assigned to you upon your payment of the Price.
 - (b) **Licence to new IP:** You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable, and non-transferable right and licence to use any new IP created as part of the Services under this Agreement solely for our advertising, marketing, and promotional purposes (including on our website, social media, third party websites or blogs, print or digital media, in a publication poster or presentation). Please notify us, if you do not agree to provide us with a licence to use any new IP created as part of the Services.
 - (c) **Our pre-existing IP:** We retain ownership of any IP that we already own prior to this Agreement or that we create independently of this Agreement. We grant you a non-transferable, non-exclusive license to use this pre-existing IP, in connection with the Services we provide under this Agreement.
 - (d) **Your IP:** Any IP you provide to us for the Services remains yours. You give us permission to use this IP only to supply the Services.
- 1.10 **Termination for breach:** This Agreement can be terminated by either party (the **Non-Defaulting Party**) with immediate effect if the other party (the **Defaulting Party**) fails to fulfill a significant obligation under this Agreement. If the Defaulting Party does not correct the breach within 10 business days after receiving written notice from the Non-Defaulting Party, the Non-Defaulting Party has the right to terminate the Agreement immediately.
- 1.11 **Liability:** We will perform our services with reasonable care and skill. However, we are not liable for any indirect or consequential losses that may arise. Subject to your consumer law rights, our total liability under this Agreement and conditions is limited to the Price paid by you.
- 1.12 **Confidentiality:** Both parties commit to maintaining the confidentiality of any proprietary or confidential information shared during the Term.
- 1.13 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.
- 1.14 **Governing Law:** This Agreement is governed by the laws of New South Wales.
- 1.15 **Dispute Resolution:** In the event of a dispute, the parties will first attempt to resolve the matter through mutual discussion or mediation.
- 1.16 **Amendments:** Both parties must sign any changes or modifications to this Agreement in writing.
- 1.17 **Definitions:** The Services, the Price and Payment Terms and the Term will be as set out in the commercial details.

Attachment 1 – Schedule of Rates

Studio Sessions — Lights, Camera, Paws

Ideal for refined portraits in a controlled, comfortable setting.

Essentials — \$300

- Studio photography session for up to two pets
- 10 high-resolution digital images
- Animal treats included during the session
- 10% discount voucher for your next session

Storybook — \$440

- Studio photography session
- 20 high-resolution digital images
- \$50 print credit for products or wall art
- Animal treats included during the session
- 10% discount voucher for your next session

Signature — \$600

- Studio photography session
- 30 high-resolution digital images
- Choose from one premium wall print (choose canvas, acrylic, or metallic — up to 12x18") or five 8 x10" premium mounted fine art prints
- Animal treats included during the session
- 10% discount voucher for your next session

Outdoor Sessions — Paws in Paradise

Authentic moments in nature, tailored to your pet's comfort and personality.

Essentials — \$400

Outdoor photography session at a location of your choice (within 30mins of Port Macquarie)

- 10 high-resolution digital images
- Animal treats included during the session
- 10% discount voucher for your next session

Storybook — \$540

- Outdoor photography session at a location of your choice (within 30 mins of Port Macquarie)
- 20 high-resolution digital images
- \$50 print credit for products or wall art
- Animal treats included during the session
- 10% discount voucher for your next session

Signature — \$750

- Outdoor photography session (within 30 mins of Port Macquarie).
- 30 high-resolution digital images
- Choose from one premium wall print (canvas, acrylic, or metallic — up to 12x18") or five 8 x10" premium mounted fine art prints
- Animal treats included during the session
- 10% discount voucher for your next session

In-Home Sessions — Paws at Home

Perfect for shy pets or multi-animal households, in the comfort of your own space.

Essentials — \$450

- In-home photography session (within 30 mins of Port Macquarie)
- Set up of portable studio
- 10 high-resolution digital images
- Animal treats included during the session
- 10% discount voucher for your next session

Storybook — \$590

- In-home photography session (within 30 mins of Port Macquarie)
- Set up of Portable Studio
- 20 high-resolution digital images
- \$50 print credit for products or wall art
- Animal treats included during the session

- 10% discount voucher for your next session

Signature — \$800

- In-home photography session (within 30 mins of Port Macquarie)
- Set up of portable studio
- 30 high-resolution digital images
- Choose from one premium wall print (canvas, acrylic, or metallic — up to 12x18") or five 8 x10" premium mounted fine art prints
- Animal treats included during the session
- 10% discount voucher for your next session

Extras:

Want to elevate your package with something extra? Whether you are after additional digital images, professional prints, keepsake options, these add-ons can be selected at any time- before or after the shoot. It's all about keeping things flexible, so your memories are tailored to you.

 **Digital Image Add-Ons**

- 1 image – \$15
- 5 images – \$50
- 10 images – \$90
- 15 images – \$120
- 20 images – \$140
- 30 images – \$180
- Just can't choose? Ask about bundling the entire gallery.

 **Mounted and Matted Extra Prints - Add professional lab prints to your order:**

- Three 8 x 10" Prints – \$110. Three prints on heavyweight, premium luster paper with a smooth finish and excellent colour depth. Each print is paired with a custom-cut matboard and acid-free backing board, then sleeved for protection. Ready to frame, gift, or display.
- Five 8 x 10" Prints – \$180. Five prints on heavyweight, premium luster paper with a smooth finish and excellent colour depth. Each print is paired with a custom-cut matboard and acid-free backing board, then sleeved for protection. Ready to frame, gift, or display.
- One 12 x 18" Print – \$130. One print on heavyweight, premium luster paper with a smooth finish and excellent colour depth. Paired with a custom-cut matboard and acid-free backing board, then sleeved for protection. Ready to frame, gift, or display.
- A matboard is a decorative and protective border placed between your image and the frame, enhancing visual appeal while shielding your artwork from moisture and glass contact. Behind the print, an acid-free backing board provides structure and support, helping to keep the artwork flat and protected during handling, storage, and framing.

 Print package pricing can be tailored to suit your gallery size and display preferences.

 **Premium Print Options Upgrade to display-ready artwork:**

Looking for something truly standout? Premium options are made to elevate your favourite moments with beautiful finishes and craftsmanship.

- Canvas print
- Framed canvas print
- Acrylic print
- Metal Print
- Wood Print.