

Standard Terms and Conditions of Service

1. Definitions

- **"The Creator"** means **Freeform Creative PTY LTD** (ACN: 617 250 110), its directors, employees, and authorised subcontractors.
- **"The Client"** means the individual, organisation, or corporate entity booking the photography or video production services.
- **"The Work"** means all raw footage, final edits, photographs, audio tracks, digital files, and physical materials produced by The Creator.

2. Bookings, Fees, and Deposits

- **50% Non-Refundable Deposit:** A deposit equal to 50% of the total quoted project fee is required to confirm and secure any project booking.
- **Booking Confirmation:** No production dates will be locked into the calendar, and no pre-production work will begin, until the 50% deposit has cleared into **Freeform Creative PTY LTD's** nominated bank account.
- **Final Payment:** The remaining 50% balance of the invoice is due strictly within 30 days of final asset delivery or project completion.

3. Intellectual Property and Copyright Retention

- **Statutory Ownership:** Pursuant to the *Copyright Act 1968* (Cth), absolute legal copyright and intellectual property rights in all Work created remain exclusively with **Freeform Creative PTY LTD** at all times.
- **No Transfer Prior to Full Payment:** **No title, copyright, ownership rights, or usage licences pass to The Client until the entire invoice total (including the final balance and any approved production expenses) is paid in full to Freeform Creative PTY LTD.**
- **Unauthorised Early Use:** Any display, publication, distribution, or commercial exploitation of the Work by The Client (or any third party acting on their behalf) prior to full payment constitutes a direct, actionable breach of copyright law.

4. Limited Usage Licence (Post-Payment)

- **Granted Rights:** Upon receipt of cleared, full payment, **Freeform Creative PTY LTD** grants The Client a non-exclusive, perpetual licence to use the final delivered Work for the marketing purposes outlined in the project agreement.
- **Third-Party Transfer:** This usage licence is strictly granted to The Client only. The Client must not sell, sub-license, assign, or gift the Work to any third party (including business buyers, sister companies, or insolvency administrators) without the express written consent of **Freeform Creative PTY LTD**.

5. Client Default and Insolvency

- **Suspension of Services:** If an invoice remains unpaid past its due date, **Freeform Creative PTY LTD** reserves the right to immediately suspend all active services and revoke any temporary viewing access to drafts or proofing galleries.
- **Insolvency and Administration:** In the event that The Client enters voluntary administration, receivership, liquidation, or bankruptcy, any conditional rights to display the media are instantly voided. All assets remain the property of **Freeform Creative PTY LTD**, and the materials cannot be used by administrators, managers, or receivers to trade or liquidate the company without a newly negotiated licence agreement.

6. Indemnity and Liability

- The Client agrees to indemnify and hold harmless **Freeform Creative PTY LTD** against any claims, losses, or legal costs arising from the content of the media produced (such as missing model releases for client-provided talent, or trademarked client products).