

Purchasing Terms

WHEN YOU ORDER ANY STOCK FOOTAGE FROM THE ABSOLUTELY WILD VISUAL PTY LTD WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

PLEASE READ THIS DOCUMENT BEFORE ORDERING ANY MATERIAL.

PURCHASING TERMS

1. Whole Agreement

- 1.1 The parties acknowledge and agree that these terms and conditions are incorporated into the Licence Agreement.

2. Authority

Where the person signing the Licence Agreement is acting on behalf of a company or other organisation you warrant that you are entitled to enter into the agreement on behalf of the Producer.

3. Licence

- 3.1 On receipt of the Fee, the Agent grants a non-exclusive, non-transferable licence to the Producer or any third party relevant to the specified project to incorporate the Material into the Production specified in the Licence Agreement for the Term of the Agreement. If assigned to any third party for the specified project, the Producer shall remain liable to the Agent for all of the Producer's obligations under this agreement.
- 3.2 The licence granted in 3.1 is strictly limited for use only in the Production specified in the Licence Agreement. The Material may not be sold, rented, licensed, re-used, or re-cut into any other production in any format or any other media whatsoever.
- 3.3 Despite anything else in this Agreement the Agent acknowledges and agrees that excerpts of the Material may be used to promote the Production in the media specified in the Licence Agreement.
- 3.4 The Licensor does not by this Agreement permit or authorise the Licensee to collect or receive any monies payable by third parties in respect of the Licensor's own rights in the clip from any government or international treaty permitted, mandated or otherwise (including simultaneous re-transmission, off-air recording, blank tape levy etc) use of the production in which the clip may be used.

4. Costs

The Producer shall pay all search fees, laboratory costs, freight and any other costs incurred by the Agent in selecting, duplicating and dispatching Material to the Producer immediately upon receipt of an invoice from the Agent.

5. Fees

- 5.1 The Producer shall not use the Material until the Fee specified in the Licence Agreement has been paid in full.
- 5.2 A cancellation fee applies where the Producer has accepted the quoted fee ("Quoted Fee") and has ordered master material. The cancellation fee will consist of any costs associated with transfers, couriers, freight and tape or film stock plus 30% of the Quoted Fee.
- 5.3 Fees may be paid by electronic funds transfer, credit card, Paypal or cheque. A surcharge may apply for paypal, credit card and international cheque payments.

6. Copyright and Other Intellectual Property

Any Copyright or other Intellectual Property comprised in the Material remains vested in the Agent as agent for the Owner.

7. Third Party Rights

The Producer acknowledges and agrees that it is the Producer's sole responsibility to clear all Third Party Rights in the Material at its own cost. It is expressly acknowledged and agreed that the licence granted in Clause 3 does not include clearance of any Third Party Rights and use is subject to the Producer obtaining any and all clearances.

8. Moral Rights

- 8.1 The Producer acknowledges that the photographer or creator of the Material or the images incorporated into the Material may have Moral Rights in the Material.
- 8.2 The Producer agrees not to falsely attribute or authorise the false attribution of the Material or use or authorise the use of the Material in a derogatory manner or omit to provide correct attribution of the photographer or creator of the Material.

9. Return of Material

The Producer agrees to return all Master copies of the Material to the Agent at the Producer's expense once the Material has been used in accordance with this Licence Agreement.

10. Disclaimer

- 10.1 The Agent does not warrant the suitability of the Material for any purpose.
- 10.2 The Producer acknowledges that it is the Producer's responsibility to ensure that the Material is suitable for the Producer's technical requirements for incorporation into the Production.
- 10.3 To the extent permitted by law, the Agent excludes all implied conditions and warranties. If conditions and warranties are implied by law under the *Trade Practices Act 1974* and similar legislation and cannot be excluded, the Agent limits liability to the extent permitted by law.

11. Indemnity

The Producer indemnifies the Agent against any loss, damage or other liability arising from the use of the Material to the extent that such damage or loss is caused by a wrongful (including negligent) act or omission (including but not limited to, the failure of the Producer to obtain the right to use any Third Party Rights in the Material), of the Producer or its employees officers or agents.

12. Termination

The Agent may terminate this licence if the Producer is in breach of this Licence Agreement. At the expiration or earlier termination of this Licence Agreement the Producer will immediately cease all and any use of the Material and erase all copies in its possession or under its control.

13. Governing Law

This Agreement is governed by the law of the State of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the Courts of that State.

14. GST

14.1 If GST is imposed on a supply made under this Agreement then the party paying for the supply must pay the amount of GST in addition to and at the same time as the amount payable for the supply of the Material.

15. Reservation of Rights

15.1 Any rights not expressly granted or licensed are reserved to Agent.

DEFINITIONS

“Copyright”	has the meaning ascribed to it in the <i>Copyright Act 1968 (Cth of Australia)</i>
“GST”	means the goods and services tax under <i>A New Tax System (Goods and Services) Act 1999 (Cth of Australia)</i> .
“Intellectual Property”	means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know how and all other intellectual property rights incorporated into the Material.
“Licence Agreement”	means the Stock Footage Licence Agreement and incorporates these terms and conditions.
“Material”	is as defined in the Stock Footage Licence Agreement .
“Moral Rights”	means the moral rights granted to creators under the <i>Copyright Act 1968 (Cth of Australia)</i> .

“Owner”	means the owner of the Copyright in the Material.
“Production”	as defined in the Stock Footage Licence Agreement.
“Paypal”	see Website for link and details.
“Term”	as defined in the Stock Footage Licence Agreement.
“Third Party Rights”	means any Copyright, other Intellectual Property or performance incorporated into the Material which is owned or controlled by any third party.
“Stock Footage Licence Agreement”	means the short agreement signed by the parties setting out the particulars of the Material which agreement incorporates these terms and conditions.