

## **TERMS AND CONDITIONS OF LICENSE AGREEMENT (CLIENTS)**

### **DEFINITIONS:**

Tour Vision means the registered business, Shane Larsen (sole trader) trading as Tour Vision ABN 77 040 594 686 and also refers to "Tour Vision Promotional Media" and "TourVisionWA"

### **OWNERSHIP OF TOUR VISION ADVERTS**

Tour Vision endeavours to keep video production advertising as affordable as possible. To do this, Tour Vision must retain full copyright ownership of its Intellectual Property (I.P). This includes Tour Vision advertisements, raw footage, edited clips and any DVDs produced. Unless a written agreement or contract exists stating the client has sole or shared ownership of the footage or advertisement, all footage filmed by Tour Vision shall be deemed the property of Tour Vision.

Clients advertising and currently subscribed to a Tour Vision DVD are permitted to use their advertisement for other promotional purposes. This includes public broadcast, promotional forums, websites or other electronic media but does not include supply or distribution to a third party unless approved by Tour Vision. In any case, the client will be responsible for removal (including websites) of any footage owned by Tour Vision if they are so directed to do so by Tour Vision management.

Once a client stops advertising or subscribing to a Tour Vision DVD, all use of their advertisement in any form is immediately terminated and must be removed from any broadcast or website within 30 days. Unauthorised use thereafter may result in civil copyright action.

### **COPYRIGHT**

Any copying, hiring or offering for sale, any Tour Vision DVD, advertisement or part thereof, without permission of Tour Vision is strictly prohibited. All footage shall remain the property of Tour Vision and it may be used in other productions or promotional video as Tour Vision sees fit. Tour Vision will not in anyway, misrepresent or broadcast any vision which could be detrimental to the client or Western Australian Tourism.

### **DEPOSITS NON-REFUNDABLE**

All deposits must be paid prior to filming commences and are non-refundable should cancellation of the contract occur by the client

### **DVD MENU POSITIONS**

Menu positions on the Tour Vision DVD's are sorted alphabetically and not subject to negotiation or purchase.

### **RENEWAL OF SUBSCRIPTIONS**

Payment of any annual Tour Vision invoice is considered authorised approval from the client to continue with their advertisement for another 12 months subject to the same terms and conditions herein.

### **MULTIPLE CONTRACTS**

Should the Tour Vision and the client negotiate, or re-negotiate any new or previous contract or agreement regarding the use of any video owned by Tour Vision, that new or amended contract or agreement shall render any previous contracts void or invalid.

### **NARRATORS DISCRETION**

Tour Vision's contracted narrators are authorised to change scripts as they see fit for pronunciation & grammatical reasons and as part of their expertise & "creative license". Should clients insist on strict compliance of their scripts, they must notify Tour Vision accordingly.

### **FINAL PROOF – NO CHANGES**

Changes to adverts are permitted by the client via direct dealings with Tour Vision. Once the client has viewed their "final proof" advertisement, and authorised its approval in writing (including fax or email), no further changes will be made, and the client thereby declares any information or content therein as being true & correct. Tour Vision will not be responsible for any misleading or incorrect content once the final proof has been approved by the client. Should changes be needed, the client may be responsible for editing or re-production costs.

### **NO ESTATE OR INTEREST**

Licensed use of any Tour Vision footage or advertisement does not confer upon the client any intellectual property, or financial interest in Tour Vision.

### **TERMINATION**

In the event either the client or Tour Vision desires to cancel their agreement or contract, written notification of such intention is to be forwarded to both parties immediately. Notwithstanding these conditions, Tour Vision may, without prejudice to any antecedent right claim or action by the client, in its discretion at any time, determine a contract or agreement cancelled and shall issue the client written notice of such decision.