WH Property Media — Service Terms & Conditions

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These terms apply to every photography, video, drone, floor plan and content service booked with WH Property Media (ABN 62 219 791 206), Adelaide, South Australia. Confirming a booking — by email, message, online form or by letting us on site — means you accept them. "You" means the agent, agency or client who books; "we" means WH Property Media.

Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, including the guarantee that services are provided with due care and skill. Where a clause below limits our responsibility, it applies only as far as the law allows.

1. Bookings, pricing and payment

1. Prices are those in our current Price Guide, in Australian dollars. Larger homes, extra filming time, complex presenter shoots and special requests are quoted in writing before the shoot.
2. GST is not charged. WH Property Media is not registered for GST. If that changes, we will give you notice before new prices apply.
3. Travel beyond 25 km one-way from the Adelaide CBD is charged at the rates in the Price Guide.
4. Agency accounts are invoiced on delivery. Payment is due within 7 days of the invoice date.
5. Private clients (vendors, landlords) pay before final files are delivered.
6. Agency partner discounts apply only under a written agreement and do not combine with other offers.

2. Cancellations, rescheduling and weather

1. You can reschedule or cancel free of charge with at least 24 hours' notice.
2. With less than 24 hours' notice, a $50 late-change fee applies.
3. If we arrive and cannot get in, or the property is not ready to shoot after a 15-minute wait, a $50 call-out fee applies and the shoot is rebooked.
4. If rain, strong wind or poor light make exterior or drone work unsuitable, we will reschedule that part at no charge. We make the weather call on the day and tell you as early as we can.

5. If we must cancel because of illness, equipment failure or an emergency, we will rebook at the earliest available time at no cost to you.

3. Property preparation and access

1. You are responsible for arranging access and for having the property clean, tidy and ready at the booked time.
2. We do not move furniture, clean, or style rooms. Small adjustments (opening blinds, turning on lights) are fine; larger moves are at your or the occupant's request and risk.
3. Please ask occupants to put away personal photos, documents, valuables, medication and anything identifying, and to keep pets secured.
4. For tenanted properties, you are responsible for giving the tenant the notice and obtaining any consent the law requires before we photograph or film.
5. We take reasonable care inside every property. Any damage must be reported to us on the day of the shoot.

4. Delivery, editing and revisions

Service	Delivery after the shoot
Photos	24–48 hours
Video	48–72 hours
Floor plans	24–48 hours

Delivery times are business hours on business days. Saturdays, Sundays and South Australian public holidays are excluded, and times are targets, not guarantees.

1. Files are delivered by download link in web-ready and print-ready sizes. RAW files and unedited footage are not supplied.
2. Every photo is professionally edited in our house style: bright, clean and realistic.
3. Each video includes one reasonable revision, requested within 7 days of delivery. Further revisions, a new edit style or new footage are quoted.
4. Technical faults on our side (a wrong file, a visible editing error) are fixed free at any time.
5. We keep delivered files for 12 months. After that we may delete them.

5. Drone photography and video

All drone work follows the Civil Aviation Safety Authority (CASA) rules. Whether a flight can go ahead is decided by our pilot on the day, and that decision is final.

1. We fly only in daylight, within visual line of sight, at or below 120 m, and at least 30 m from people. We never fly over people, roads or vehicles (CASA operating conditions).
2. Some properties sit near airports, helicopter landing sites or restricted airspace. There, drone work may be limited, need approval, or not be possible.
3. If a flight is unsafe or not allowed, we will reschedule it or refund the drone portion of the fee. No other compensation applies.
4. You confirm you have the owner's or vendor's permission for us to take off from and fly over the property.

6. Floor plans

Our floor plans are for marketing only. They show layout and approximate size and are not a surveyed or certified drawing.

1. Measurements are taken on site with a laser measure and may differ from actual dimensions.
2. Floor plans must not be relied on for building, renovation, valuation, conveyancing or legal purposes.
3. You should show this note, or similar wording, wherever the plan is published: "Floor plan for illustrative purposes only. All measurements are approximate."
4. The standard price covers one level. Extra levels, outbuildings and large or irregular properties are quoted.

7. Copyright and licence to use

WH Property Media owns the copyright in all photos, videos, drone footage and floor plans we create. Paying for a shoot gives you a licence to use them; it does not transfer ownership.

1. Once the invoice is paid in full, the booking agent, their agency and the vendor or landlord may use the files to market and sell or lease that property, in any media.
2. This includes uploading to listing portals such as realestate.com.au and Domain, and granting those portals the sub-licence their own terms require. The files may stay on those portals as part of the sold or leased record.

3. Apart from the uses above, the files must not be sold, given or licensed to anyone else, used for a different property, or used to advertise any other business. The vendor and the buyer may keep and use the photos for personal, non-commercial purposes.
4. If the listing moves to another agency, the new agency may keep using the files to market that property free of charge. Please let us know when this happens.
5. The agency may show the files in its own portfolio and social media as an example of its sales, with credit to @wh.media.au where practical.
6. If an invoice is unpaid 30 days after its due date, the licence is suspended until it is paid, and we may ask for the files to be taken down.
7. We may use the files in our own portfolio, website and social media. On request, we will leave out the street address and any identifying details.

8. Accurate representation

Our edits improve light, colour and clarity. They never hide or invent permanent features of a property.

1. We correct exposure, colour and verticals, and may brighten skies, tidy lawns or remove small temporary items such as bins, cars or cables.
2. We will not remove or add permanent features (power poles, cracks, damp, neighbouring buildings, views) or change a property's size or condition.
3. Any virtual staging or larger digital change is done only on request and should be labelled as such in the listing.
4. The agent is responsible for how files and floor plans are used in advertising, and for making sure the listing as a whole is not misleading.

9. Privacy and people on camera

1. We avoid photographing occupants, neighbours, number plates and personal documents. Where they appear by accident, we blur or remove them on request.
2. Agents and others who appear in presenter or walkthrough videos consent to being filmed and to the video being used under clause 7.
3. We use your contact details only to manage bookings, invoices and our service to you. We do not sell or share them.

10. Liability

1. If a service we provide is not done with due care and skill, we will, at our choice, redo it or refund the fee for that service.
2. As far as the law allows, we are not liable for indirect or consequential loss, such as a delayed campaign, a lost sale or a lower sale price.
3. Our total liability for any booking is limited to the fee paid for that booking, as far as the law allows.
4. Nothing in this clause limits your rights under the Australian Consumer Law.

11. Changes to these terms

We may update these terms and our prices from time to time. The version on our website when you confirm a booking applies to that booking.

Contact

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Sources

- Sprintlaw — Photography agreements for Australian businesses
- REIQ — Copyright law in real estate
- Inside Imaging — Hardingham High Court decision
- CASA — Drone operating conditions
- Gold Coast Photography — Terms