Rebecca Jenkin
PHOTOGRAPHY

Terms and Conditions Policy

Effective Date: 16 November 2026 | **Version:** 1.2

Personal and Commercial Photography

These Terms explain how we confirm bookings for personal and commercial photography and agreed video services, deliver your images, and handle payments, cancellations and image use. Read them with your booking confirmation, package details and any signed service or licence agreement. Those documents identify what you are purchasing and the rights you receive.

Entity name: Rebecca Jenkin
ABN: 35 898 915 508
Address: Seven Hills NSW 2147 Australia
Contact: info@rebeccajenkinphotography.com.au

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1 About these Terms

1.1 The supplier is Rebecca Jenkin (ABN 35 898 915 508), trading as Rebecca Jenkin Photography, of Seven Hills NSW 2147 Australia, referred to as we, us or our. You or the Client means the individual or organisation identified in the booking. A person booking for an organisation must have authority to do so. Paying for a session does not, by itself, give a person authority to consent for every participant.

1.2 These Terms cover personal portrait and family photography, club and event photography, commercial and personal branding photography, image and print purchases, and video services where expressly included. They apply when provided to you before purchase and accepted as part of your booking or order. A quotation, booking confirmation, accepted package description and any signed agreement together form the booking documents.

1.3 Non-excludable legal rights always prevail. Subject to those rights, a signed service or licence agreement governs any inconsistency, followed by expressly agreed booking particulars and package or promotion terms, then these general Terms. An invoice or

gallery notice cannot introduce an unagreed restriction or charge. We will resolve unclear or conflicting particulars with you before accepting the affected work.

1.4 This policy does not retrospectively amend an existing booking or licence. In particular, it does not shorten an agreed campaign period, restrict a personal branding licence or revoke a paid unrestricted commercial licence. Changes to an existing agreement require the agreement of both parties and any signatures required by that agreement.

1.5 Amounts are in Australian dollars. Days are calendar days unless stated otherwise. A Business Day is Monday to Friday, excluding public holidays in New South Wales. Times and dates use Sydney time. Writing includes email and recorded electronic acceptance.

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2 Bookings and service particulars

2.1 A booking is confirmed when you accept the booking documents in writing, pay any retainer disclosed as due on booking, and we confirm acceptance in writing, unless another process is agreed. Electronic acceptance is sufficient. An enquiry alone does not reserve a date. If we cannot accept a booking after receiving a payment, we will return that payment promptly and within 14 days.

2.2 Before confirmation, the booking documents will identify the service, date, time, duration, location, price, payment dates and applicable licence. They will also state the image quantity or selection method, editing and revision inclusions, delivery timetable, and any essential technical requirements. Video bookings must identify the required films, approximate lengths, formats and any agreed sound or captioning requirements.

2.3 Tell us before booking about essential photographs, particular uses, accessibility needs, venue restrictions, confidentiality requirements and fixed deadlines. We will explain known practical limitations and agree an achievable brief. A sample image or inspiration board is a reference unless an exact result is expressly agreed and achievable.

2.4 Package durations, participant limits and included images apply as advertised and accepted. Extra people, longer coverage, additional images and upgrades require prior agreement on availability, time and price. The agreed session duration does not automatically increase to accommodate additional participants or late arrival.

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3 Prices payment and retainers

3.1 You must pay the agreed fees by the dates in your booking documents. Prices will disclose applicable GST and any compulsory charges before acceptance; GST is charged only where lawfully applicable. Any retainer, instalments and remaining balance must

reconcile with the total price. There is no universal retainer percentage or session price under this policy.

3.2 A retainer reserves our time and is credited against the total price. It is not an additional cancellation penalty and is not automatically forfeited. On cancellation, rescheduling or disruption, it is applied, transferred or refunded under sections 9 to 12.

3.3 Raise a genuine invoice dispute promptly, explaining the amount and reason, and pay undisputed amounts when due. Both parties must act reasonably to resolve the dispute. We will provide reasonable supporting details for charges. An invoice cannot unilaterally change the agreed price.

3.4 If an undisputed invoiced amount remains unpaid for more than seven days after its due date, we may charge simple interest at 2% per annum from the eighth day until payment. Interest is calculated daily as unpaid principal multiplied by 0.02 multiplied by interest-bearing days divided by 365. It does not compound, and there is no separate monthly late fee. Part-payments reduce principal from receipt.

3.5 No interest accrues on a genuinely disputed amount while the parties reasonably seek to resolve it. An amount agreed or determined to be payable is due seven days after resolution, followed by the same seven-day interest-free grace period.

3.6 Subject to non-excludable rights, we may withhold final deliverables until the agreed fees and approved charges due for those deliverables are paid. We will notify you promptly of a payment hold. Completed deliverables will be released within three Business Days after cleared payment, or by the later applicable delivery date. Late payment does not start a new editing period or suspend a licence already effective for paid deliverables.

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4 Changes extras and expenses

4.1 Requests for additional coverage, locations, participants, images, retouching, revisions or other changes must be agreed in writing. We may accept or decline a proposed change having regard to availability and the agreed work. Before proceeding, we will agree its scope and price, or rate and maximum budget, and any effect on delivery. Email approval is sufficient for routine changes.

4.2 Travel, parking, accommodation, permits, location hire, special equipment and other additional expenses require advance written approval of the amount or maximum budget. We will provide receipts or reasonable supporting details on request. We will not exceed an approved budget without further approval. Unapproved extras and expenses are not payable.

4.3 Changes to licence scope, ownership or exclusivity must be expressly recorded and satisfy the relevant agreement's signature requirements. A change in production scope does not, by itself, change existing usage rights.

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5 Cooperation permissions and safe sessions

5.1 Provide accurate contact details, an appropriate contact for an event, timely instructions and reasonable access at the agreed location. Identify essential participants or moments in advance. We will take reasonable steps to meet the agreed brief; circumstances such as restricted access, obstructions or a participant's unwillingness to participate may affect what can be captured. We remain responsible for our own care, skill and agreed obligations.

5.2 You are responsible for permissions for locations, materials and participants you arrange, to the extent those permissions are within your responsibility. We are responsible for permissions for talent and materials we supply and for our own professional operations. Each party must notify the other of relevant restrictions. Neither party is responsible for the other's breach, negligence or unlawful conduct merely because it arranged the booking.

5.3 For children or participants who cannot give valid consent, appropriate permission must be obtained from a parent, legal guardian or other authorised representative where required. A responsible adult must supervise children during the session. The booking client's signature does not waive another person's rights. We will respect notified restrictions and reasonable requests to pause for safety or participant welfare.

5.4 For club, school, workplace or group work, the agreed arrangements must identify who may view galleries, receive files or purchase photographs. Organisers must communicate the intended photography and use and identify non-consenting participants or restrictions before the session where practicable. A group booking does not automatically authorise public galleries or our promotional use.

5.5 Other photographers or personal devices must not obstruct the agreed work or compromise safety. Exclusivity applies only if expressly agreed. We may pause work where there is a reasonable safety risk, unlawful condition, harassment or threatening conduct, explain the issue promptly, and allow a reasonable opportunity to remedy it where practicable. We will consider safe alternatives. Charges and refunds depend on the cause under sections 9 to 12; a pause does not automatically forfeit your payments.

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6 Creative approach editing and deliverables

6.1 We will use reasonable creative judgment consistent with our portfolio and the agreed brief. We will exercise due care and skill and honour agreed quantities, essential requirements and technical specifications. A difference in subjective taste alone does not establish a failure where the agreed requirements are met, but creative discretion does not excuse defective work or remove your legal rights.

6.2 Unless otherwise agreed, photographs are supplied as our selection of usable, fully edited, high-resolution JPEG files in the sRGB colour space at full available resolution after agreed cropping. Where your package allows you to choose a stated number of images, you receive that selection. No promise of every image taken is implied. Duplicates, tests, rejected captures and technically unsuitable images are excluded.

6.3 Standard editing includes exposure, colour, contrast, routine straightening and cropping. Detailed skin or body retouching, object removal, compositing, extensive background changes and additional versions are included only if stated in the package or approved as extras. RAW files, unedited footage, rejected takes, project files and software licences are excluded unless expressly included in the booking documents.

6.4 Any included revision rounds and their scope will be stated in your booking. Additional creative changes require prior approval of charges. Correcting our failure to meet agreed specifications is not a chargeable revision. Proofs and watermarked selection images are for review only and must not be copied, published or used as final images unless expressly authorised.

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7 Selections and delivery

7.1 We will meet the delivery timetable in your booking documents. If no different timetable is agreed, final deliverables will be ready within 30 days after the session, or the last agreed production session for a multi-session project. A shorter advertised package deadline accepted at booking takes priority over this default.

7.2 We will request required selections, approvals and instructions promptly. Unless a different period is agreed before booking, please respond within seven days of the request. A deadline may be extended only by the actual delay reasonably caused by late client input or an approved variation. We will promptly explain the effect and notify the revised delivery date. A shorter package deadline is not automatically replaced by a new full editing period.

7.3 Delivery is ordinarily through the agreed online gallery or download link. Video format, physical delivery or another method will be as agreed. We will notify you promptly of a material delay or delivery problem and take reasonable steps to resolve it. Any extension

for events beyond our control is limited to the delay actually caused and is subject to section 12 and your legal rights.

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8 Gallery access and file storage

8.1 The final gallery or download link will remain available for at least 30 days after we send it following any required payment, unless a longer period is agreed. The delivery message will state the closing date. Download your purchased files within that period and maintain your own secure backups. Contact us promptly if access fails; we will restore access or provide a practical alternative and a reasonable opportunity to download.

8.2 We will keep a backup of final delivered files for six months from original delivery, unless a different period is agreed. RAW files, unused footage and project files need not be retained unless expressly agreed. Retrieval after gallery closure depends on availability; any retrieval fee must be approved before work is undertaken. We do not promise indefinite storage.

8.3 Gallery closure or the end of a storage period does not end an ongoing image licence. Signing a later licence does not restart an earlier storage period unless agreed. Storage required by law or a live dispute is treated separately, and any promotional retention or use remains subject to section 17.

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9 Client cancellations and non-attendance

9.1 You may cancel by notifying us in writing at the contact email. Section 22 explains when a notice is received. This written-notice process does not limit a legally valid statutory cancellation made another way. Cancellation for our inability to perform or an unavoidable event is dealt with under sections 11 and 12.

9.2 If notice is received at least seven days before the scheduled session start, you pay only the reasonable value of services already performed and approved third-party costs that cannot reasonably be recovered or avoided.

9.3 If notice is received less than seven days before the scheduled session start, including non-attendance, the amounts in clause 9.2 may be charged together with reasonable, demonstrable net booking loss caused by the cancellation. This is limited to the net income lost from the reserved time, after deducting costs saved and income from replacement work undertaken in that time.

9.4 We must take reasonable steps to reduce loss and seek replacement work where practicable. No cost or loss may be counted twice. The total cancellation charge cannot

exceed the agreed fees and approved extras and expenses for the affected booking. A retainer is credited against that calculation; it is not an additional charge.

9.5 Within 14 days after cancellation, we will provide an itemised calculation with reasonable supporting details, credit all payments received and refund any excess. Any remaining properly payable balance is due 14 days after the itemised invoice. If later replacement income or a cost recovery reduces a loss charged, we will refund that reduction within 14 days after receiving it.

9.6 These cancellation charges do not restrict cancellation or refund rights for deficient services, misleading conduct or another statutory entitlement. Refunds will be made through the original payment method where practicable, unless you agree otherwise or the law requires a different approach. You do not have to accept a credit in place of a monetary refund to which you are entitled.

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10 Rescheduling illness and late arrival

10.1 Request a change of date as soon as possible in writing. We will make reasonable efforts to agree an available replacement date. If a new date is agreed, all payments, including the retainer, transfer to that booking. Only additional costs approved in advance may be charged; there is no automatic rescheduling penalty or forfeiture.

10.2 If no new date is agreed, the original booking remains in place unless cancelled. The cancellation timing is measured when cancellation notice is received, not when a tentative rescheduling enquiry was made. If your request expressly says to cancel if no suitable alternative is available, we will use the date that request was received. Sections 11 and 12 govern disruption outside this voluntary rescheduling process.

10.3 Contact us promptly if illness may make attendance unsafe or impracticable. We will discuss a safe alternative. Serious unavoidable illness that actually prevents performance may fall under section 12; other changes are handled under this section and section 9.

10.4 Please arrive ready to begin at the agreed time. If you arrive late, the session may still finish at the scheduled time where later commitments prevent an extension. Time lost because of your lateness does not ordinarily reduce the agreed fee, subject to your legal rights. Any paid extension requires approval. If we are late, we will provide the agreed coverage through a suitable extension or agree an appropriate remedy for coverage we cannot provide.

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11 Photographer unavailability

11.1 We will notify you promptly if illness or another circumstance may prevent us from performing and will take reasonable steps to minimise disruption. A suitably qualified replacement may perform only with your prior written consent, which must not be unreasonably withheld having regard to the brief and event requirements. The replacement must meet the agreed specifications, permissions and confidentiality obligations. We remain responsible for their work, with no additional charge unless you approve a changed scope.

11.2 If no suitable replacement or mutually acceptable new date is available, you may terminate the affected services promptly. Within 14 days after termination, we will refund payments, including the retainer, attributable to unperformed services. We may charge only a fair value for compliant completed work that is separately useful to you. No cancellation or booking-loss charge applies. Other rights for breach and non-excludable remedies remain available.

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12 Weather and unavoidable disruption

12.1 If weather makes the agreed work unsafe or materially impracticable, we will discuss an alternative location, time or date. Neither party must proceed in unsafe conditions. Any alternative and additional costs require agreement. Payments transfer to an agreed new date without an automatic penalty. A preference for different weather or ordinary inconvenience alone does not trigger this section.

12.2 An event beyond reasonable control excuses performance only to the extent and for the time it actually prevents performance and could not reasonably be avoided or overcome. Examples may include serious illness, fire, an emergency, government restrictions or severe weather. Lack of funds, avoidable staffing shortages and ordinary equipment failure without reasonable maintenance and backup precautions are not excuses.

12.3 The affected party must give prompt notice, explain the likely effect and duration, and take reasonable steps to reduce disruption and resume performance. If an essential fixed event date cannot be met and no suitable alternative is agreed, either party may terminate the affected services immediately. Otherwise, either party may terminate if no workable alternative is agreed within 14 days after notification.

12.4 Payments for unperformed services, including the attributable retainer, will be refunded within 14 days after termination. Only compliant completed work separately useful to you may be charged at fair value. No cancellation or booking-loss charge applies. This section does not remove rights arising from a party's own breach or non-excludable rights.

13 Prints products and image purchases

13.1 An image appearing in a proof or gallery is not automatically included in your purchase. The order identifies the digital files, print sizes, products or upgrades included. A print purchase includes the physical product; digital files and additional reproduction rights are included only if specified, subject to any copyright or licence rights you already hold.

13.2 Check selections, spelling, layouts, quantities, sizes and delivery details when approving an order. We will explain any required design approval and production timetable. Changes after approval depend on production progress and require an agreed price for any extra work. Our own errors or failures to meet the approved specification will be addressed without charging you to correct them.

13.3 Screens and print materials can display colours differently, and some sizes require cropping. We will exercise reasonable care and meet agreed descriptions, samples and specifications. We are not responsible for faults caused solely by a printer you independently appoint, but remain responsible for defects in files we supply and products we sell.

13.4 We do not offer an automatic change-of-mind return for correctly supplied downloaded files or made-to-order products. If you request a change or cancellation before supply, we will consider what can reasonably be changed or avoided and explain any proposed charge before agreement. This does not exclude remedies for faulty, damaged, incorrectly supplied or misdescribed products or deficient services.

14 Copyright and ownership

14.1 For new work commissioned under a booking that incorporates these Terms before the work is created, you and we expressly agree that, as between us, copyright in our original photographs, films and sound recordings belongs to us, unless a separate signed agreement provides otherwise. This agreement includes photographs commissioned for private or domestic purposes and varies the default ownership position to the extent permitted by the Copyright Act 1968. It does not retrospectively transfer copyright you already own.

14.2 You receive the licence agreed for your purchased deliverables. Owning a print or receiving a digital file is distinct from owning copyright. A copyright assignment must be expressly recorded in a separate signed agreement. We will obtain sufficient rights from our employees, contractors and other contributors to provide the agreed deliverables and licence. Individual creators retain moral rights, subject to valid consents.

14.3 Your supplied branding and other materials, and third-party content, remain owned by their respective owners. You authorise their use only as needed to perform, deliver and provide agreed storage of your project. We will disclose and obtain agreement to relevant restrictions in music, stock assets or other third-party content we select before incorporating it. Copyright permission does not replace participant, property or other required permissions.

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15 Image and video licences

15.1 The specific licence in your signed agreement or booking documents governs. Unless it expressly permits earlier use, a new licence starts for identified deliverables when they are delivered and the agreed production and licence fees allocated to them are paid in full. If the project has one undivided fee, that fee must be paid in full. Proofs do not carry publication rights. Unrelated later charges or disputed extras do not suspend rights already effective. The following categories explain how the general policy operates; they do not rewrite a separate licence.

15.2 Personal use. Unless a broader licence is agreed, digital images purchased for a private portrait, family session or personal club-photo order carry a non-exclusive, worldwide licence for ongoing personal use for the duration of copyright. You may download, back up, make personal prints and gifts, and share on personal social media. Household members may use the files for those purposes, and a printer may reproduce them for you. Sale, stock licensing, business advertising and other independent commercial use require an appropriate licence.

15.3 Commercial use. A booking expressly sold for business, club or organisational promotion must identify the permitted users and purpose. We will agree any limits on media, territory or duration before confirmation. We will not describe a booking as commercial and then apply a personal-use-only restriction through this policy. Broader uses can be agreed in writing.

15.4 Campaign use. Where the campaign agreement applies, use is governed by its named campaign, licensed entities, channels, territory and fixed licence dates. Repeated use within those limits is permitted. Renewal and use after expiry follow that agreement; payment or a late first publication does not automatically extend fixed dates. No campaign or fixed-term restriction is imposed on another licence merely because the work is commercial.

15.5 Personal branding. Where a personal branding licence is agreed, it covers ongoing worldwide professional promotion of the named person and any expressly licensed business, within the agreed purposes and media. The booking must distinguish the paying client, photographed person and authorised users. Payment by an employer or another

person does not itself provide a participant release or add unlisted independent users. The specific personal branding agreement governs any wider use or restrictions.

15.6 Unrestricted commercial use. Where the signed unrestricted commercial licence applies, it remains worldwide, perpetual for the duration of copyright, non-exclusive, transferable, sublicensable and irrevocable once effective under that agreement. It allows the lawful commercial and non-commercial uses, editing and other rights granted there, without further photographer usage fees. The general personal-use, campaign, editing and credit provisions do not narrow it. Gallery closure, service termination or an unrelated later debt does not end it.

15.7 Every licence covers only rights we own or are authorised to grant and remains subject to applicable law and specifically disclosed third-party permissions. We will not impose undisclosed asset restrictions on an unrestricted licence. Any later transfer of our copyright must respect licences already granted. Unauthorised use may be addressed through lawful remedies; an effective irrevocable licence is not revoked by this general policy.

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16 Credit alterations and responsible use

16.1 For personal-use sharing, credit to Rebecca Jenkin Photography is appreciated but is not a condition of that licence. Commercial attribution follows the applicable agreement. Where a credit is required, use Photography: Rebecca Jenkin Photography unless agreed otherwise. No credit requirement is added to an unrestricted licence that permits use without attribution.

16.2 Under the default personal-use licence, you may reasonably crop, resize, compress and convert files for permitted sharing and printing. Material retouching, filters, compositing, generative AI alterations or AI training use require prior written permission unless your specific licence already authorises them. Campaign and personal branding alterations follow their agreements. This clause does not restrict alterations or other uses granted by an unrestricted commercial licence.

16.3 Do not falsely attribute altered work to a creator or use images unlawfully or misleadingly. Any removal of a watermark or copyright notice must be consistent with your rights and applicable law. A permitted edit does not expand the purpose of a limited licence or supply a missing participant permission.

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17 Promotional use and confidentiality

17.1 Accepting a booking does not automatically authorise us to use identifiable client images in our portfolio, website, social media, competitions or advertising. Such use requires separate written client approval and appropriate permission from identifiable participants and relevant rights holders. Guardian or other authorised consent is required where applicable. Declining optional promotional permission does not change the agreed service or price.

17.2 A promotional permission will identify the images or session, intended uses and any agreed restrictions. We will respect confidentiality and embargo dates. An embargo ending does not replace permission to publish. Optional promotional consent given under this policy may be withdrawn for future use by contacting us; we will stop new uses and take reasonable steps to remove images from channels we control. We will explain practical limits for material already lawfully distributed, subject to applicable rights.

17.3 Both parties must protect non-public personal and business information received for the booking and use it only to perform the agreement or exercise agreed rights. Necessary disclosure may be made to personnel, service providers, advisers or insurers who need it and are subject to appropriate confidentiality, or as required by law. Public, independently developed or lawfully unrestricted information is excluded. This does not prevent honest reviews, truthful statements, obtaining advice or reporting concerns to a regulator.

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18 Personal information and communications

18.1 We use contact details, booking information, instructions and images to administer and perform the agreed services, deliver purchases and provide related support. Relevant information may be handled by necessary booking, payment, editing, gallery, printing and storage providers for those purposes. We will handle it with reasonable care and comply with applicable privacy laws.

18.2 Any privacy policy or collection notice supplied with your booking explains the relevant handling arrangements, including applicable overseas processing or disclosure. Contact us to request information about how your data is handled, seek access or correction, or raise a privacy concern. This policy does not authorise unrelated sale or disclosure of your personal information or replace any notice required by law.

18.3 For private galleries, keep access details secure and share them only with authorised recipients. We will use access arrangements suitable for the agreed audience. Tell us promptly about unintended access or a sensitive publication concern so we can assess and address it. Your responsibility to protect access details does not remove our own responsibilities.

18.4 Necessary booking, invoice, service and delivery messages may be sent to your nominated contact. Optional promotional emails or texts require separate consent; agreeing to this policy is not a marketing opt-in. Marketing messages will identify us and provide an unsubscribe option, and unsubscribe requests will be honoured within five working days.

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19 Gift vouchers discounts and promotions

19.1 Purchased gift vouchers and promotional discount vouchers are different. A purchased monetary gift voucher is payment value, not itself a percentage discount. Its value, redemption conditions and expiry will be disclosed at purchase. Where the statutory minimum applies, it will be redeemable for at least three years from supply or purchase. Any lawful exemption and different expiry must be clearly disclosed. We do not charge prohibited post-supply fees.

19.2 A purchased gift voucher may be given to its intended recipient unless a lawful restriction was disclosed at purchase. Unless its disclosed terms say otherwise, unused monetary value remains available until expiry and you may pay any shortfall. It is not ordinarily redeemable for cash, subject to statutory refund rights. A booking paid with a voucher remains subject to the applicable cancellation and rescheduling terms. Any refundable voucher value will be restored to the original or a replacement voucher with no shorter expiry and a reasonable extension where needed to enable redemption. Statutory rights to another remedy remain unaffected.

19.3 Promotional discounts apply only to the eligible service, recipients and period disclosed with the offer. Unless the offer says otherwise, promotional discounts cannot be combined with another promotional discount. A purchased monetary gift voucher is not excluded as a payment method merely by that rule. Conditions affecting transfer, codes or expiry must be disclosed before redemption. No offer condition overrides non-excludable rights.

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20 Service problems and consumer rights

20.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. Our services must meet applicable requirements for due care and skill, fitness for a disclosed purpose or result, and supply within the agreed time or a reasonable time where none is agreed.

20.2 Tell us promptly about missing files, incorrect products, technical faults or concerns about agreed requirements, with your booking reference and enough detail to assess

them. A request for prompt reporting does not impose a shorter statutory claim period. We will investigate and provide the remedy required by law and the agreement. Depending on the issue, this may include correction, re-performance, replacement, refund or compensation.

20.3 For a major service failure, applicable consumer law may allow you to cancel and receive the required refund or keep the contract with compensation for reduced value. For a problem that can be remedied, we must do so within the period required by law. A reshoot or credit is not your exclusive remedy. The fact that a purchase is digital, customised, discounted or part of a package does not remove consumer rights.

20.4 We will take reasonable precautions in capture, equipment maintenance, handling, backup and delivery. If files are lost, damaged or corrupted, we will notify you promptly, attempt reasonable recovery and work with you on a useful remedy, while preserving your legal entitlements. Technical failure does not automatically release us from responsibility.

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21 Responsibility and liability

21.1 Each party is responsible for loss to the extent caused by its own breach, negligence or wilful misconduct, including that of people for whom it is legally responsible. Each must take reasonable steps to reduce loss. Liability is reduced to the extent the claimant caused or contributed to the loss. You do not indemnify us for our own negligence, breach or unlawful conduct.

21.2 Only to the extent lawful, our aggregate liability for ordinary contractual loss arising from an affected booking is limited to the total fees payable for that booking. This limit does not apply to non-excludable consumer rights or remedies, fraud, wilful misconduct, death or personal injury caused by negligence, breach of confidentiality or applicable privacy duties, or infringement of third-party intellectual property rights by material we supply. It does not reduce an express obligation to refund unearned payments.

21.3 We will not propose, apply or rely on a term to the extent prohibited by unfair-contract-term laws. The protections in section 20 and this section prevail over inconsistent exclusions or limitations. A separately negotiated commercial arrangement remains subject to the same non-excludable legal rights.

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22 Contact complaints and policy changes

22.1 Send booking notices and concerns to info@rebeccajenkinphotography.com.au, or another address expressly agreed for your booking. Please include the booking reference,

relevant details and the outcome sought. We will acknowledge and address concerns within a reasonable time and keep you informed if further investigation is needed.

22.2 An email notice is received when it becomes capable of retrieval at the agreed address, unless the sender receives a delivery-failure message. For calculating cancellation notice, the actual receipt time applies, including evenings, weekends and public holidays. Acknowledgement or office opening hours do not postpone that time. This does not limit another legally valid method of notice.

22.3 If a concern remains unresolved, either party may seek advice or use an available consumer agency, tribunal or court. Mediation may be agreed, but is not a compulsory barrier to statutory remedies or urgent relief. These Terms are governed by New South Wales law and applicable Australian law without removing any mandatory protections or access to a competent forum available to you.

22.4 We may update this policy for future bookings. The version accepted for your booking continues to apply unless a change is agreed. No update changes an existing paid licence, price or service promise without the required agreement. If a provision is unenforceable, it is severed only to the extent necessary; the remainder continues where it can lawfully operate.

22.5 Accrued payments, refunds, ownership, licences, confidentiality and provisions necessary to protect continuing rights survive completion or termination. A continuing or irrevocable licence survives as its specific agreement provides.