



TERMS OF ENGAGEMENT – AUSTRALIAN POWERLIFTING UNION LTD

These Terms of Engagement apply to any third party that APU engage to provide photography and/or videography services and related services on behalf of APU (Services).

In these Terms of Use, use of the terms ‘APU’, ‘we’, ‘us’ and ‘our’ refers to Australian Powerlifting Union Ltd and the terms ‘you’ and ‘your’ refer to the third party who is engaged to provide the Services.

If we are a party to an agreement with you for the provision of the Services, then you and APU agree that these Terms form part of that agreement and if there is any inconsistency or conflict between these Terms and your agreement, the provision of these Terms shall prevail.

DEEMED ACCEPTANCE

It is intended that these Terms of Engagement are legally binding on you and us. When we agree to engage you to provide the Services, you are deemed to accept these Terms of Engagement, which together, with our Privacy Policy for a binding contractual agreement with you.

Any dispute arising out of these Terms is subject to the laws of Queensland.

If you do not agree with these Terms, we cannot engage you to provide your Services to us.

CONDITIONS OF ENGAGEMENT

Covid 19 compliance

We comply with all regulations as they apply to our services (such as events) including those imposed by COVID 19. You must comply with those regulations as well. This includes:

- social distancing of 1.5m between others
- washing and sanitising hands
- staying home if unwell or showing signs of the virus
- staying home if tested positive or are awaiting test results.

Working with children

You must have at all times a current working with children (Blue Card) authority.

Compliance with directions

APU conduct competitive events at a high level and therefore require you to consider the manner in which you provide your Services at our events. To aide in ensuring that your Services do not interfere with competitors or spectators unnecessarily you must at all times follow the reasonable directions of our APU nominated representative at the event or if no person has been nominated, follow the directions of the event referee, at all times.

You must ensure that you are at least at 2 meters distance at all times from all competition platform or stage.

You must not be in the direct line of sight of any competitor on the platform or stage during the time the chief referee states “bar is loaded” and the result of the competitor’s lift is announced.

You must not take any photos or videos of any competitor who is under the age of 18 or whom you reasonably believe is under the age of 18, or of any special needs competitors unless you first receive the consent of both the legal guardian/parent of the competitor and APU.

We reserve the right to require you to remove and not publish any photo either during the event or after the photos have been published which in our reasonable opinion may result in the photo bringing the APU, the sport of powerlifting and/or the subject of the photo into disrepute, controversy or shame. We may require reasonable evidence of your compliance with a takedown notice.

There must only be one photographer from your business at the event. This does not restrict you from attending the event with an assistant. Note that third party press may attend the event and in some circumstances where the event is co-hosted, the co-hosts may appoint their own photographer.

You must not digitally alter (such as using photoshop) any photo you publish.

You must not tag or identify or contact or attempt to contact any competitor you have photographed whether by social media or otherwise. APU will, with your agreement, institute a back link to your website directing competitors to the location of your photos.

We reserve the right to refuse to allow you to provide your Services if you do not comply with our reasonable directions for compliance with those regulations that we must enforce and the terms of these Terms.

We also reserve the right to refuse to allow you to provide your Services and deny entry or eject you from an event if we reasonably believe you are intoxicated and have or may pose a danger to yourself or others or are a nuisance to others in any way.

You must:

- comply with our policies and procedures that relate to the provision of your Services;
- follow our directions or the directions of our employee or contractors;
- not interfere with the quiet enjoyment of our members and event participants;
- not be rude to any person whilst delivering your Services;
- dress appropriately when delivering the Services;
- not smoke in or about the premises at which you are engaged to provide the Services;
- not take photographs or video without the express permission of the subject including those surrounding the subject who may be caught in the photo or video.

If you breach any of these conditions of entry in any way, we reserve the right to refuse to allow you to provide your Services and deny entry or eject you from an event. We will not be liable to you in any way if we exercise this right.

LIABILITY WAIVER

You hereby waive and release, indemnify, hold harmless and forever discharge us and our agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that you ever had or may have, arising from or in any way related to the delivery of the Services, or for your benefit provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

By this waiver, you agree that you assume any risk, and take full responsibility and waive and of personal injury; death, damage, or loss of personal property, associated with the delivery of the Services.

The provision of this waiver and release will continue in full force and effect even after the termination of the Services conducted by, on the premises of, or for your benefit of whether by agreement, by operation of law, or otherwise.

You have read, understood and fully agree to the term of this waiver and release.

In no way are we liable for loss or damage or theft of any personal items.

FORCE MAJEURE

We will be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- acts of God;
- natural disasters;
- pandemic;
- epidemic;
- sabotage;
- accident;
- riot;
- shortage of, damage to, inability to access or reduced functionality of supplies, equipment, and materials;
- strikes and lockouts;
- civil unrest;
- computer hacking; or
- malicious damage.

NO WAIVER

If we fail, at any time, to insist upon strict performance of your obligations under these Terms, or if we fail to exercise any of the rights and remedies under these Terms, this will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.

If we waive a default, it does not constitute a waiver of any subsequent defaults.

No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing.

Sean Muir

APU President

DATE:

Photographer

DATE: