

Wedding Photography Terms and Conditions

1. Exclusive Photographer

The Photographer shall be the exclusive professional photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client are encouraged to photograph the wedding or reception as long as they do not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.

2. Deposit and Payment

The Client shall make a deposit to retain the Photographer to perform the services specified herein. The 50% deposit of quoted price may be a personal cheque however only deemed a valid deposit once cleared by the financial institution. The remaining balance must be either an EFT or money order, not later than 7 (seven) days after the wedding date.

3. Cancellation

If the Client shall cancel this Agreement via a written letter at least sixty (60) or more calendar days before the wedding date, 50% of deposit paid to the Photographer shall be refunded to the client within 30 days. If Client shall cancel within the sixty (60) days of the wedding date, the Client forfeits the deposit and no refund of the deposit is possible.

4. Photographic Materials

All photographic materials, including but not limited to negatives, transparencies, proofs, digital files, and previews shall be the exclusive property of the Photographer as protected by SA Intellectual Property Laws.

5. Copyright and Reproductions

The Photographer shall own the copyright in all images and photographic materials created and shall have the exclusive right to make reproductions unless agreed in writing with the bridal party. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or exhibitions, advertising, illustration, editorial use, or for display within or on the outside of the Photographer's studio, including printed materials, media on the World Wide Web, and any current or future digital media. If the Photographer desires to make other uses, the Photographer may so without or oral written permission of the Client.

6. Client's Usage

The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so. If Client purchases limited, non-exclusive usage rights to digital files, such usage shall be for personal, non-commercial use only.

7. Failure to Perform

If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

8. Replacement Photographer

The Photographer may substitute another photographer to take the photographs only in the event of Photographer's illness. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

9. Inherent Qualities

Client is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or

discoloration due to such inherent qualities. Client is also aware that Photographer is not responsible for the quality of reprints made by the client.

10. Pricing / Packages

The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

11. Client's Originals

If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for any amount in compensation.

12. Miscellany

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the Republic of South Africa

13. Reshoots

Client will be charged 50% (fifty percent) fee and expenses for any required reshoot requested by the client, and be subject to all the terms and conditions of the agreement.

14. Terms and Conditions

Terms and conditions of this contract supersede any and all expressed or implied terms and conditions of client's payment. Any exceptions of terms and conditions must be negotiated and stated herein as amendment(s). Client's signature constitutes binding contract.

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