

WEDDING PHOTOGRAPHY TERMS & CONDITIONS

1. This AGREEMENT is entered into by the parties as set out in the Wedding Booking Form,

WHEREAS, the Photographer is a professional photographer of good standing and agrees to create the Images in accordance with the specifications described more fully herein;

WHEREAS, Clients wish the Photographer to create wedding Images ("the Images") described more fully herein on the date of the event (set out in the booking form); and

WHEREAS, the Photographer wishes to create such Images pursuant to this Agreement.

2. Client acknowledges that photography on event day is at the sole artistic discretion of the Photographer. Client acknowledges that the photographer has a specific style and adheres to the said style. No shots throughout the day are guaranteed (such as, but not limited to, formals, first kiss, bouquet toss, etc.).

3. Digital negatives and processed digital photos to be delivered within two months.

4. The Photographer hereby grants to the Client the following exclusive rights to use the Images for private home use only, including non-commercial web sites, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. This grant of rights includes electronic rights, defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, DV media, computer databases, and network servers. If any of the Photographer's images are published (on the web or any other media), proper photo credit such as "© Photo by Photowise" is required. If Client is obtaining a print for newspaper announcement of the wedding, the Photographer authorizes Client to reproduce the print in the above manner. In the event that digital negatives are provided, the photographer still retains copyrights on the photographs. Client assumes all liability for any form of copyright infringement.

5. Client agrees to reimburse the Photographer for all reasonable extra travel expenses not allowed for in the original quote at a rate of R3,50 per km, as well as all Out-of-Pocket Expenses such as parking, entry, toll and other expenses directly related to the photographic assignment. Such expenses will be billed as it becomes available. The clients are requested to provide the photographer and his assistant(s) with a meal for events of 5 hours or longer, as well as accommodation if the event is more than 200km from the Photographer's home base.

6. Client agrees to pay the Photographer a reservation fee of 50% of the contract fee upon the signing of this Agreement. Upon signature, the Photographer reserves the time and date agreed upon. For this reason, all reservation fees are non-refundable, even if the wedding date is changed or canceled for any reason. There shall be NO refund of any payment made, unless in the event of the Agreement being terminated by the client(s) 90 days before the event. Client is aware that the photographer is blocking off the particular date in question therefore turning away any other potential work on that date therefore no cancellation and no refund is permitted after this date. In the event of a termination of this Agreement by the Client, the Client agrees that all fees already paid to the Photographer as of the date the notice of termination is received by the Photographer will be forfeited. Termination by the Client shall be in writing.

7. Final payment is due 7 days prior to the event. Images will not be delivered until payment is received in full.

8. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

9. The Photographer and any of his agents or third party associates will not be liable in the unlikely event that a problem arises, whether due to lateness, no show, accident, neglect, human error, loss of materials, acts of god, equipment or other failures. The Photographer is not responsible for loss of, or interference with, the photography due to restrictions on the location, including but not limited to, interference from surrounding devices, access limitations, flash restrictions, and the like. This limitation on liability shall also apply in the event that photographic materials are damaged in processing (film and digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. Client understands the unpredictable and non-posed nature of photojournalism (assumption of risk) and waives any right to any civil action due to missed or lost photographs (including but not limited to unintentional infliction of emotional distress and negligence). In the event the Photographer fails to perform for any other reason, the Photographer's liability is limited solely to the return of all payments received from the Client under this Agreement.

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0. All disputes arising under this Agreement shall be submitted to binding arbitration in Pretoria, by in Arbitrator, agreed upon by both parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

11. Subject to paragraph 6 (Payment), the Client may terminate this Agreement at any time prior to the Photographer's commencement of work and may terminate thereafter if the Photographer fails to adhere to the specifications or schedule for the Images. This Agreement shall also terminate in the event of the Photographer's bankruptcy or insolvency. The rights and obligations of the parties pursuant to Paragraphs 4, 9, 10, 11, 12, and 13 shall survive termination of this Agreement.

12. This Agreement constitutes the entire understanding between the parties. By completing the booking form and paying the reservation fee the Clients acknowledge that they have read, fully understand and agree to these terms and conditions. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement shall be governed by the laws of South Africa.

13. It is the sole responsibility of the Client to secure permission of the church, synagogue or other venue of the wedding for the Photographer to photograph the ceremony/event. The Photographer will abide by the rules of the church/synagogue in regards to camera placement at the ceremony. Many cities and private venues/businesses are charging a photography permit fee. The client is responsible for the payment of such fee. In the event clients fail or refuse to pay for any such permit fee despite having been informed by the Photographer that such fee is required, client is responsible for any and all related costs or fines if applicable.

14. The Photographer makes no guarantee, either expressed or implied, in regard to the quality of the Images, because they are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or unstaged events such as weddings. It is also understood that the Client is hiring the Photographer for his technical and artistic expertise and, therefore, the Photographer reserves the right to edit the Images as he sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final Images. Client is aware that color dyes in photography may fade or discolor 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. It is recommended to place the photo and album in a dry, cool, shade area and never in direct sunlight in order to maximize the archive life. Client is aware that digital files may be corrupted due to inherent media deficiencies and random interference.

15. Two requests for changes to the final Images will be allowed there after changes are subject to an editing surcharge of R250.00 per hour.

16. The signing of this agreement by the Clients constitutes a commercial model release by the Clients to the Photographer. The Photographer will have the right to make reproductions include but not limited to website, portfolio samples, self-promotion, magazine editorial use, advertisement/marketing and professional competition without further release, this includes using images as illustration or in training material and workshops. Client waives the right of tort of invasion of privacy due to any reproductions.

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

18. The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding and other contracted events.

19. The client will provide the photographer with the programme of the day. For example, starting of ceremony, first dance, cake cutting, toss of bouquet...etc. In addition, designated person shall be responsible in organizing and tracking all posed photos that are required.