

## TERMS AND CONDITIONS OF WEDDING PHOTOGRAPHY

This agreement contains the entire and only understanding between the Parties, namely Expressions Photography by Andre and Selma (The Photographers) and the Wedding Couple (The Client)

1. A non-refundable deposit of 20% is required to secure the booking. Payment of the balance is due on or before the wedding day. Additional hours required on the wedding day, in excess of the agreed times stipulated on the Wedding Package, are available at R850/hour.
2. Included in the Wedding Package is a free consultation at the premises of The Photographers, or as otherwise agreed to. Additional consultations on request of The Client, but not to be held at The Photographers' premises, are available at R250.00 an hour. Consultations outside of the Cape Peninsula can be discussed on an Ad Hoc basis.
3. The Photographers undertake to provide The Client with a professional service and a quality product. However, The Photographers are limited by factors not within their control, such as (but not exclusively) adverse weather conditions, locations, non-compliance to pre-arranged time schedules and/or non-amiable behavior by The Client, and obstruction at critical moments by 3<sup>rd</sup> parties such as guests and videographers. The Client agrees to accept the technical results of these limitations imposed on The Photographers. Due to the large number of people attending a wedding, The Photographers cannot be held responsible for certain individuals not appearing in photographs.
4. The Photographers take the utmost care with respect to transportation, processing and back-up of the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed, liability is limited to the return of all payments received for the event package. (NOTE: *The Photographers state categorically that there is no history of The Photographers not handing over the final product.*)
5. In the unlikely event that The Photographers are injured or become too ill to photograph the event, The Photographers will make every conceivable effort to secure a replacement photographer. If a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. (NOTE: *The Photographers state categorically that there is no history of The Photographers not attending a wedding.*)
6. In the event of The Client cancelling this assignment, the full value of the Wedding Package becomes payable to The Photographers, unless such a cancellation takes place not later than 2 months prior to the wedding. Compassionate consideration will also be granted in the case of cancellation due to death or severe illness of key parties to the wedding.
7. Unless otherwise arranged, the products as stipulated on the Wedding Package can be collected at the premises of The Photographers. Please allow 4-6 weeks for collection of DVD with edited photographs. Storybooks and Photobooks are outsourced and pricing thereof may be altered to accommodate price adjustments from supplier.
8. The Client will receive a DVD containing high resolution JPEG photographs of images taken on the wedding day, the minimum being as stipulated in the Wedding Package (providing that this number is not negatively influenced by factors stipulated in Par 3 above), and the maximum number as determined by The Photographers. All the images on the DVD are professionally edited and no unedited photographs will be released. Different monitors can display photographs differently regarding colour, contrast, etc, therefore The Photographers cannot commit to match images to different monitors.

9. The images captured on the wedding day, remain the property of The Photographers and The Photographers retain all rights with regards to the copyrights of the images, and the utilisation thereof. This includes, but not exclusively, displaying images as an example of their work and entrance into photographic competitions. The Client releases all claims to profits that may arise from use of images by The Photographers. The Client may utilise the images on the DVD as they seem fit, including distribution to friends and family, but excluding any distribution for commercial applications.

10. The photographers are herewith granted artistic license with regards to poses, locations, composition, exposure, number of photographs taken, post production and all other formal aspects of the photography during and after the assignment. The Photographers' judgments regarding these aspects shall therefore be deemed correct. Input by The Client will be kindly considered, however this input forms no ground for any legal recourse if not met.

11. Postage cost is excluded from the Wedding Package, and additional cost in this regard will be handled on an Ad Hoc basis. The Photographers cannot be held responsible for any damages or loss to wedding products sent via Postal Services.

12. The Client undertakes to provide The Photographers with seating and meals, and if not, it is agreed to that The Photographers are not required to photograph the reception, and is therefore allowed to depart. No compensation will be deemed payable by The Photographers in such a situation. The Photographers shall not be held responsible for reception photographs not taken due to not being informed timorously of the exact times of critical highlights of reception, such as first dance, cutting of the cake, etc.