

## Terms and Conditions

In the following terms and conditions of contract “the photographer” shall mean All Things Nice Photography or any photographer(s) appointed by All Things Nice Photography. “The Clients” shall be the person(s) hiring or hiring on behalf of any other person(s) the photographic services of All Things Nice Photography. If the clients arrange for a third party to meet the costs of this contract the contract remains with the clients. The due performance of the contract is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by All Things Nice Photography in writing.

### **1. Copyright:**

The Copyright and Design Act assigns the copyright of the images to the photographer. It is contrary to the Act, and therefore illegal, to copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the photographer or their appointed agents, unless a royalty-free license has been granted. Use of photography is granted for personal, non-commercial, use only and may be copied for viewing by family and friends but excludes any publishing right irrespective of media.

### **2. Display:**

The Clients hereby allow the photographers to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the clients.

### **3. Licence and Coverage:**

a) The photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients requirements, the photographer’s judgment regarding the location, poses and number of photographs taken shall be deemed correct.

b) For bookings involving a church ceremony or at certain other venues, photographer’s movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting including the use of flashes. The photographers cannot accept responsibility for limited coverage in such cases.

c) Whilst the photographers shall endeavour to fulfil all the Clients requirements, they cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

d) Although every effort is made to ensure good photography, varying lighting conditions beyond the control of photographer may result in over/under exposure of some shots. Conditions not suitable for flash photography or

where flash photography is prohibited may result in poorer definition, contrast and/or exposure and is beyond control of photographer

e) The photographer may remove certain shots from a disk at the discretion of the photographer if photos are deemed unsuitable for any reason.

f) Time allocated to photographers by the client for the purpose of Bride & Groom, couple photos, family photos or any booked photo shoot determines the amount of photos delivered

g) We do not supply our RAW files to any client, only high quality edited Jpeg photos

#### **4. Image Reproduction:**

a) Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographers will endeavour to achieve a pleasing overall colour balance based on natural flesh tones.

b) It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable.

c) We use only quality branded CDs and DVDs, ensuring each is checked before dispatch, but it remains the responsibility of the clients to check discs for in-transit damage. The photographers cannot be held responsible for damage to equipment resulting from defective media.

#### **5. Payment and Prices:**

a) A booking fee equal to 30% of requested package is required to secure the photographers services for the day, with the relevant balance for each package due and paid two weeks prior to the photography event or four days for smaller photography shoots.

b) Upgrades to photo album packages are payable at time of ordering.

c) Return journeys in excess of 30 kilometres may attract a mileage charge of R4.80 per kilometre.

d) We regret that no photography can continue without full payment prior to the photo shoot.

e) All fund to be settled four days prior to small shoots and 4 weeks prior to any wedding.

#### **6. Cancellation:**

a) In the highly unlikely event of cancellation by photographer(s), or unavoidable total photographic failure due to any reason whatsoever, including, but not limited to equipment failure and weather conditions, the photographers liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the photographers will not be responsible for any further costs.

b) The photographers will endeavour to appoint other photographer(s) in the unlikely event that he/she/they is/are unable to attend a booking. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

c) If the Clients should have to cancel a booking the following cancellation fees will become due immediately:

1. The Clients are entitled to a full refund of the booking fee if they withdraw within 30 days of booking.
2. A booking fee of 30% will be forfeited on cancellations made after 30 days. Cancellations made within two months of the wedding incur a cost of 50% fee of the wedding package booked. Cancellations made within one month incur a 70% fee.
3. In the event of postponement from the client, where the photographers are unable to rebook the date, 30% of the booking fee will be forfeited. The rest of the funds already paid by the client will be paid back to client 35 days after notification from client.
4. It is essential to inform the photographers as soon as possible of any changes of venue, times, or contact details etc.

## **7. Theft:**

1. In the event of theft, hi-jacking or any crime related reasons whatsoever either at or on the way to the photographers home / business, the photographers cannot be held liable for the loss of the images.
2. All Things Nice Photography will if the client permits, arrange a recreation of the event.
3. Unforeseen and unplanned conditions are sometimes out of the photographers hands and unavoidable.

## **8. Photo Waiting Period after Event**

1. Each and every photo that will be delivered to the client is edited in a specialized photography program.
2. All Things Nice maintain good quality work and make sure to deliver only the best possible images to the clients, there for the time spend on editing all photos is a huge process.
3. Photo waiting periods is between 6-8 weeks for weddings and 2-3 weeks on smaller photographic events, this excludes Public Holidays and is a 5 day work week.
4. Should there be any unforeseen circumstances for what reason ever, the photo waiting period may be extended to between 8-10 weeks or 3-6 weeks and excludes Public Holidays and is a 5 day work week, All Things Nice will notify the client immediately of such circumstances.
5. Photo album designs takes approximately 4-6 weeks and excludes Public Holidays and is a 5 day work week after the approval of the client, printing of such albums will be approximately 7-14 working days.

## **9. Load Shedding Challenges**

1. We are currently experiencing huge challenges with load shedding which have been rolled out nationwide.
2. Please note that this will most defiantly have an influence in the post processing times of your images.
3. We will notify the client should such challenges are being encountered.
4. This may lead that we fall in a backlog with work that needs to be delivered to our clients.
5. We strive to deliver the best possible client service and will look at all possible ways to overcome this challenges.

All Things Nice Photography are passionate to deliver only our very best and to provide the client with professionalism and high quality photography services.

I \_\_\_\_\_ signed at \_\_\_\_\_ on this day

\_\_\_\_\_ have read, understand and agree to the following terms and conditions in this document.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_