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## **These are the agreed to Terms and Conditions / Policies in our contract to cover an event**

FOTOVIDEO reserves the right to change the Terms and Condition of this document from time to time without giving any notice.

### **1 ENTIRE AGREEMENT:**

This agreement contains the entire understanding between FOTOVIDEO and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

### **2. RESERVATION:**

Upon your signature, FOTOVIDEO will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of R500 per service is non-refundable, even if the date is changed or the function cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted service package. THE CLIENT understands and agrees that the entire amount owed for the service package described in the contract is due on the day of the PRE-EVENT CONSULTATION between THE CLIENT and the photographer and / or videographer which is normally held in the week of the function.

### **3. PRE-EVENT CONSULTATION:**

The parties agree to a pre-event consultation before the function date in order to finalise the actual shooting times and locations.

**4. DELIVERY:** After the function, FOTOVIDEO will provide THE CLIENT with a disc. This disc will contain all edited photographs taken at the event. THE CLIENT should as soon as possible provide FOTOVIDEO with a list of desired images to be used in the compilation of the photobook and / or prints, should this be part of the chosen package. It is understood that FOTOVIDEO will only start to edit the video footage taken once THE CLIENT has provided FOTOVIDEO with all the necessary images, music and other material required for the production of the video.

### **5. CANCELLATION:**

In the event that THE CLIENT cancels the contracted services outlined in this contract before the function takes place, the deposit will be forfeit.

An additional amount will be owing to FOTOVIDEO by THE CLIENT upon cancellation according to the following table.

- a. Prior to 90days before the date – 20% of the full fee is owing.
- b. 89 to 60 days before the date – 50% of the full fee is owing.
- c. 59 to 31 days before the date – 75% of the full fee is owing.
- d. Less than 30 days before the date – full fee will still be owing.

### **6. EVENT GUIDE:**

THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs and or video are desired. FOTOVIDEO will NOT be held accountable for not photographing and /or videoing desired people if there is no one to assist in identifying or gathering people for the photograph(s) and / or video.

**7. COOPERATION:**

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. FOTOVIDEO is not responsible for key individuals' failure to be present or to cooperate during photography and / or video sessions, neither for missed images and / or video due to details not revealed to FOTOVIDEO. FOTOVIDEO recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the Photographer and / or videographer, whom THE CLIENT wishes to include in informal or candid photographs and / or video.

**8. GUEST COOPERATION:**

THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer and / or videographer. Coordination with other service providers is necessary to complete all the photography and / or video sessions as scheduled. THE CLIENT should share the photography and / or video schedule with other service providers to make sure that there is no conflict in times. In addition, events during the function day should be planned to make the best use of time from all vendors.

FOTOVIDEO will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers and / or videographers for the attention of the subjects. Unchecked guest conduct that interferes with photography and / or videography may seriously affect the quality of the photographs and / or video taken and increase the number of times photos and / or video must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of FOTOVIDEO, it will result in the early or immediate departure of the photographer and / or videographer. THE CLIENT understands that in such an event, no refunds will be granted.

**9. MEALS:** Set places at a table, food, water and juice will be provided for all staff of FOTOVIDEO working at the function on the function day. Sufficient time will also be allowed for FOTOVIDEO staff to eat their meal.

**10. 120 MINUTE WINDOW (In the case of weddings photography):**

The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding and a 90 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 90 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 120 minute window from occurring, FOTOVIDEO shall not be held liable for failure to take desired photographs.

**11. SHOOTING TIME / ADDITIONS:**

The photography and / or videography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and FOTOVIDEO agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the function start late due to any reason whatsoever, FOTOVIDEO will not be held liable for any photographs and / or video not taken.

**12. HOUSE RULES:** The photographer and / or videographer is limited by the guidelines of the official's in charge of the function or the function site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer and / or videographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; FOTOVIDEO will offer technical recommendations only.

**13. PAYMENTS:**

THE CLIENT agrees that the deposit is required at the time of contract acceptance and 100% of the remaining balance is due on or before the PRE-EVENT CONSULTATION (see 3 above)

**14. METHOD OF REMUNERATION:**

Payment may be made in cash or deposited into the following bank account:

Account Holder: Michael Kunz  
Bank: First National Bank (FNB)  
Branch: Plumstead  
Branch Code: 20 11 09  
Account Type: Savings  
Account Number: 62 06 42 42 789  
Reference: Function Title

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST  
NO CHEQUES ACCEPTED

**15. PENALTY FEES & CHARGES:**

There is a R200.00 late payment fee for any payments that are not postmarked or delivered to FOTOVIDEO by the required date.

**16. PROFESSIONAL IMAGE MANIPULATION:**

FOTOVIDEO will allow for limited professional image manipulation (if technically possible) on any 5 images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamorisation etc. It is understood that if a technicality prevents FOTOVIDEO from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that FOTOVIDEO has performed to its best ability with regard to the specific task and that FOTOVIDEO has no further responsibility towards said image manipulation.

**17. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:**

The photographs, video, digital negatives or prints produced by FOTOVIDEO are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without FOTOVIDEO's explicit written permission.

1. In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended, the provisions of Section 21 (1)(c) shall not apply to the work(s) to be made in terms hereof and FOTOVIDEO will be the author of the work(s) and the copyright subsisting therein.
2. FOTOVIDEO supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to THE CLIENT whether on its submission, or on FOTOVIDEO grant of reproduction rights in respect thereof.
3. Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

Upon final payment by THE CLIENT, limited usage rights of the resulting images will be transferred to THE CLIENT under the following conditions:

The negatives and/or slides and/or high resolution images and / or video may be used by THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

THE CLIENT must obtain written permission from, and compensate FOTOVIDEO prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

#### **18. MODEL RELEASE:**

THE CLIENT hereby assigns and grants FOTOVIDEO and its legal representatives the irrevocable and unrestricted right to use and publish photographs and / or video of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases FOTOVIDEO and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that FOTOVIDEO may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by FOTOVIDEO.

#### **19. EXCLUSIVITY / GUEST PHOTOGRAPHY:**

It is understood that FOTOVIDEO will act as the sole and exclusive function photographer and / or videographer. Because of the fact that flashes from guest's cameras and other video lights may ruin images and / or video taken by FOTOVIDEO, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography and / or videography is not permitted at any time while the professional photographer and / or videographer are in session, unless otherwise indicated by the photographer and / or videographer.

FOTOVIDEO suggests that a separate notice be placed in the invitations. The formal photography and / or videography time is for the exclusive use of FOTOVIDEO to capture the formal images and / or video. Because of time constraints and the need

for subjects to pay full attention to the professional photographer and / or videographer, guest photography and / or videography cannot be permitted.

No other guest/photographer/videographer using professional equipment will be allowed by FOTOVIDEO at any time during the wedding. FOTOVIDEO reserves the right to stop any photographic and / or video services paid for and leave the function should any other person take photographs and / or video with any professional equipment – with the deposit being forfeit.

**In the case of a wedding:**

FOTOVIDEO will allow guests to take snapshots and amateur video during the processional and recessional, during candid events at the church, and at the altar during the time FOTOVIDEO equipment is being packed up. In return for this consideration FOTOVIDEO insists no other guest photography take place when or where FOTOVIDEO is working.

**20. COMPLETION SCHEDULE:**

**For Photography**

FOTOVIDEO will provide a disc with all edited images within 2 weeks of the function. The post editing (DIGITAL IMAGES), printing process (PHOTOBOOKS and PRINTS) as per the package selected can only start once FOTOVIDEO receives the order list for the required images. Digital processing, image manipulation can take anything from 2 - 4 weeks. FOTOVIDEO can therefore only provide the final product 2 – 4 weeks from the date upon which the print list was received.

**For Videography**

Video editing will commence once FOTOVIDEO has received all the necessary additional material required for the video production, which includes but is not limited to, music and images. THE CLIENT is responsible for obtaining photographs (in digital format) from the photographer of the function. FOTOVIDEO cannot be held liable for late delivery should the additional material not be obtained timorously. Upon receiving the material delivery of the edited video will be 2 – 4 weeks.

THE CLIENT agrees to pay any additional expenses incurred for delivery (e.g. postage and packaging) before the final product is dispatched.

**21. RIGHT OF WITHDRAWAL:**

FOTOVIDEO's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should FOTOVIDEO initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, R850.00 an hour is charged for all photography and / or videography services already provided and R350.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

**22. LIMIT OF LIABILITY:**

In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer and / or videographer. FOTOVIDEO

will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

FOTOVIDEO takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs and / or video being lost, stolen or destroyed for reasons within or beyond FOTOVIDEO control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

**23. NON-GUARANTEE:**

Although every possible care will be taken to produce photographs and / or video of all important and special events during the function, FOTOVIDEO cannot place an unconditional guarantee on the above. FOTOVIDEO will not be held responsible for any ruined photographs and / or video due to guests' (or any other) flashes; or any other ruined photographs and / or video due to any other cause in or outside of FOTOVIDEO control.

**24. WEATHER:**

Due to the sensitive nature of camera equipment, FOTOVIDEO reserves the right to stop shooting, and take necessary steps to protect the camera equipment in case the weather turns for the worst, like in the case of rain. FOTOVIDEO will not be held responsible for any loss of photographs and / or video, or shooting time due to weather conditions. Final decision hereof resides with the photographer and / or videographer representing FOTOVIDEO.

**25. PERFORMANCE:**

The performance of this contract on behalf of FOTOVIDEO shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

**26. SEVERABILITY:**

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**27. AMENDMENTS:**

This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and FOTOVIDEO at the time of acceptance of this contract shall be recognised as amendments to this contract.