

Photography and Video Contract

THE CLIENT

1. The agreement identifies the services contracted and forms part of this contract.
2. We retain the Studio as the sole photographer/videographer to perform professional photographic and/or video services as detailed. To avoid disruption to our coverage and to allow the Studio to fulfil its contracted duty, other photography or video by family and friends will be at the discretion of the Studio.

Payment Terms

3. We agree that payment of the initial \$750 deposit/booking fee confirms the booking with the Studio as per the details shown under the agreement.
4. We agreed to the Studio's price, which has been confirmed for our wedding, on payment of the deposit/booking fee.
5. We agree to pay 50% of the full balance two weeks prior to the Wedding Day. Failure to do so gives the Studio the right to refuse to carry out the requested services. Furthermore the initial deposit/booking fee will be forfeited.
6. We agree that the remaining balance for photography is payable in full on collection of the proof photos and the remaining balance for videography is payable on collection of the Long Version of the DVD. Payment can only be deferred where prior arrangement has been made with the Studio.
7. We agree that failure to collect the proofs or DVD within 4 weeks of being advised of their availability constitutes payment default on our part. The Studio shall charge a default charge of 2% per month (24% annual rate) on the unpaid balance (minimum monthly charge of \$10.00) thereafter.
8. We accept that charges for additional or subsequent orders will be at the current prices applying at the time when the order is placed.
9. We understand that all orders require written confirmation accompanied by full payment before the order can be produced.
10. We understand that orders for additional copies of DVDs placed at the time of editing will be provided for a flat fee of \$15.00 per disk, otherwise the current rate of \$25 per disk applies.
11. We agree to pay all freight and postage fees if these services are used.

Wedding Day Schedule

12. We authorise the Studio to arrange the photography and/or videography of our Wedding, in accordance with these details. We are satisfied that the details are correct.
13. We agree to advise the hairdressers and make-up artists, the hire cars and the caterers of all the relevant times, details and locations as detailed here and to co-ordinate their services.
14. The details and times listed here form part of this agreement and we agree to make every effort to co-operate in order for the Studio to fulfil its contracted duty. We acknowledge the Studio cannot accept responsibility for the extent of the coverage if these terms are not met.
15. We accept the responsibility to contact the Studio, at least two weeks prior to the Wedding, to confirm the details are correct and there are no alterations.
16. We agree to immediately advise the Studio in writing of any alterations in the details listed here including postponement or cancellation of the Wedding.
17. The booking of venues, photography locations, etc. (and any additional costs incurred for booking same) is our responsibility and may be added to the photographic coverage unless paid for separately.
18. If the photographer/videographer is required to remain after the meal, the Bride and Groom will provide a meal.
19. Should the nominated photographer or videographer not be available for any reason, the Studio will provide another professional and notify us of the changes.

Cancellation

20. In the event of cancellation of the wedding more than 2 months before the wedding date, we agree that the deposit/booking fee will be forfeited, but that the Studio may allow it to be claimed towards services by the Studio within twelve months of the date of cancellation.
21. In the event of cancellation of the wedding less than two months before the wedding date we agree that all monies paid to date will be forfeited
22. In the event of cancellation of the wedding within 2 (two) weeks of the wedding date, we agree to pay the studio 75% of the contracted price in recognition of the loss of income.

Copyright and Advertising

23. We assign the copyright in all photographs and/or video footage to the Studio and hereby give permission to the Studio to use any images, or parts of images, of our Wedding for advertising, publicity, general promotion, competitions, exhibitions and any other purposes thought proper by the Studio.
24. It is understood that these photographs and/or footage are only to be used as agreed and may not be copied or reproduced unless the Studio has granted written approval. The negatives, original tapes and copyright remain the property of the Studio for the period of time it is withheld by the studio.
25. The Studio will, upon request, hand all digital files to the Client on completion of all work and upon full and final payment.
26. Video tapes can be bought back after a period of one year for the sum of \$25.00 per tape.
27. The goods supplied by the Studio shall remain the property of the Studio until full payment has been made.
28. We acknowledge that the Studio has no control over the environment in which the photographs and/or DVDs are kept.
 - a. We understand that colour photographs, in common with all sensitised materials and colour dyes, have a limited life expectancy when exposed to strong and prolonged light sources. Photographs will retain their colour and brilliance much longer when displayed under more desirable lighting conditions.
 - b. We understand that DVDs have a limited life expectancy. DVDs need to be handled with care, kept in their cases and stored in cool conditions. In particular, they should be kept away from strong magnetic fields. DVDs will retain their picture quality much longer under such conditions.

THE STUDIO

1. As the photographs made by the Studio are manufactured with the finest materials currently available, the Studio unconditionally guarantees them. If, in your opinion, any photograph made by the Studio has lost its original colour, the Studio will replace the photograph for fifty per cent of the then current selling price. The original photograph must be returned and the reprinting charge paid in advance. This warranty will be valid for as long as the Studio has in its possession the original negative/s in a printable condition.
2. The Studio uses the finest materials available to create the DVDs and unconditionally guarantees them. If, in your opinion, a DVD suffers from poor burning, the Studio will replace it. This warranty will be valid for as long as the Studio has the original tapes in its possession.
3. The Studio shall carry out this assignment with due and professional diligence. However, there are elements beyond the Studio's control including faulty material, equipment failure, hard drive or computer failure and viruses, damaged and exposed film, loss of film/photos/negatives in transit between the Studio and laboratories employed by the Studio, loss or damage to the film, negatives and proofs during processing and developing, either by the Studio or laboratories employed by the Studio, industrial disputes, civil disturbances or weather conditions which may inhibit or prevent the Studio from completing this assignment in whole or in part. The Studio shall not be liable for the complete performance of the assignment and it is agreed that the liability of the Studio shall be limited to a refund of any money paid under this agreement, which shall be in full and final satisfaction of any damage or loss suffered by the Client.