

# Pixie's Photography



**Nicci**

**Cell: 062 377 6778**

**Email: [info@pixiesphotography.co.za](mailto:info@pixiesphotography.co.za)**

**Web: [www.pixiesphotography.co.za](http://www.pixiesphotography.co.za)**

## **Booking payment**

Our wedding photography package fees do not include products unless specifically stated for a special promotion. Once you have booked your wedding photography, you will be required to pay a retainer fee to confirm your booking.. This payment is required within 5 working days of booking. Should you book your wedding less than 30 days in advance, the full invoice amount will be payable within 48 hours. Failure to pay in this time will result in the booking being cancelled with no notice. You reserve the time and date of your wedding photography by signing and returning this wedding agreement along with a non-refundable, non-transferable 40% retainer fee. No date is reserved until the agreement & retainer are received. The balance due for the photography services must be paid in full no less than 30 days before the wedding date. In the event that the Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. If your package includes a free pre-wedding shoot, you will be required to pay travelling fees to the location should it exceed the travelling fees that are included in your package. Failure to turn up to the photo shoot will result in you forfeiting the free session and travelling fees. You will be required to pay for the session and travelling fees again to re-book. Once the wedding / pre-shoot has taken place, NO refunds will be given under any circumstances. In booking Pixie's Photography, you are making this choice due to Pixie's Photography's particular creative and personal style. Please do not expect Pixie's Photography to shoot in any other way than that of which you have seen unless photographer states otherwise.

## **Amending or Cancelling appointments**

If you need to change your appointment for an engagement / pre-wedding / boudoir shoot please contact us immediately giving at least 7 days notice where possible. In the event that hotels, hair and makeup artists and other services have been paid for, these fees will be forfeited upon rescheduling and will need to be paid again by the client before the new shoot date.

## **Model Release**

This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Pixie's Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

## **Coverage**

Photographer will provide coverage for the dates, locations and continuous hours specified in the wedding agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

**Brides Signature** \_\_\_\_\_

**Grooms Signature** \_\_\_\_\_

## **Cancellation refunds as follows**

40% of your invoice is held as a retainer fee to save the date for you and is non refundable under any circumstances. Additionally the following deposit/retainer cancellation fees apply. Percentages are based on the full invoice amount:  
16 Weeks before your wedding - 50% of your invoice refunded  
12 Weeks before your wedding - 30% of invoice refunded  
8 weeks before your wedding - 20% of invoice refunded  
6 weeks before your wedding - No refunds

## **Payment options**

Option 1: Full payment made within 1 week of booking (see your invoice date).  
Option 2: Payment done in 2 equal installments. First installment been due within 1 week of booking and the second instalment due 30 days before the date of the wedding.  
Option 3: Equal monthly installments + 40% upfront retainer fee made within one week of booking your wedding with Pixie's Photography. Last instalment due 30 days before the date of your wedding.

## **At your pre-wedding / boudoir shoot**

We aim to make you feel very comfortable at your photo shoot. We will get you to pose using techniques that will help get the best shot. If at any time you are unhappy or uncomfortable with any of the poses, please let us know and you can choose how you wish to pose. If you are having a location shoot, please be aware that arrangements may have to be changed at the last minute due to weather conditions. Should this happen we will either move to another agreed location on that day, or re-book for another time. While every care is taken at every stage of the photographic process, Pixie's Photography shall not be liable to the client for any failure, in whole or in part, to fulfil their obligations of a booking, where failure arises as a result of an event or circumstances beyond our control, which includes, but is not limited to; equipment failure, inclement weather, illness or injury.

## **Responsibilities**

Unless agreed upon in advance, Pixie's Photography shall be the exclusive photographer retained for the event. Photographer may bring one assistant at her discretion. Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

## **Harassment**

Ensuring the appropriate behaviour of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behaviour from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed:  
First offense: A verbal warning will be issued to a family member of the client;  
Second offense: The offending person will be required to leave the wedding or event;  
Third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold the photographer harmless as a result of incomplete wedding or event photography coverage.

**Brides Signature** \_\_\_\_\_

**Grooms Signature** \_\_\_\_\_

## Viewing and ordering your photos

We aim to have your photos available to view within **3 weeks** of having your pre-wedding / boudoir photo shoot and within **10 weeks** for your wedding shoot. Sneak peeks are uploaded to our Facebook page within **21 days** of your wedding. Your photos will be uploaded to an online private gallery where you can view and download them. We reserve the right to perform editing such as softening skin tone, editing out items not desirable in the photo, or changing the size and shape of the photo. Should you require extra editing of your photos, you may be subject to an additional charge which you will be advised of at the time. By placing an order with Pixie's Photography, you are committing to buy the ordered products. If you do not download your photos within 3 months of your photo shoot, we will take this as indication that you do not want them and we may delete them from our files. You will not be entitled to a refund of your photo shoot.

## Receiving your printed products

We aim to have your printed products ready within **4 - 6 weeks** of your order being placed. You will be required to check your photos and products on collection. Any problems should be brought to our notice at that time so that we can rectify them. Should you discover any problems at a later date, please inform us as soon as possible.

## Ownership of photographs

All photos taken by our photographers remain the copyright of Pixie's Photography. We may wish to use some or all of your photos for promotional material within the studio, on our leaflets, website or Facebook Page. Permission is herewith given to Pixie's Photography to use any photograph for marketing, photographic competitions, exhibitions and display.

All photos purchased by yourself will be kept on our files indefinitely so should you need another copy, we can retrieve it for you (we will not be held responsible for the loss of any of these images). All other photos are subject to be removed from our files 3 months after being taken.

## Prices and other charges

We reserve the right to change our prices at any time. The product price list available to you at your viewing / ordering session will be the one that was current at the time of you booking. If you postpone your retainer fee payment, then the price list that is available at the time of postponing will be the one available for your new booking.

## Data Protection

Your personal information will only be used to contact you regarding your enquiry or booking. We may occasionally send you updates. Please let us know if you'd rather not receive these communications. No information will be passed to third parties for marketing purposes. While we make every effort to ensure that both our online and offline systems are secure, we will not be held responsible for any unlawful activity that bypasses this process.

## Copyright

Please note all photographs remain the copyright of Pixie's Photography. All images supplied to you are for your personal use only i.e. they are not for commercial use. Prior consent for the use of the images for any other purpose than for your personal enjoyment is to be sought from Pixie's Photography. Permission is herewith given to Pixie's Photography to use any photograph for marketing, photographic competitions, exhibitions and display.

## Liability

Pixie's Photography will not be liable for any loss or damage suffered by the customer as a result of, inter alia, the following: Force Majeure (Acts of God), Fire, Hijacking, theft and related events, Malfunction of equipment, Loss of negatives, memory card and / or digital information etc by the development laboratory. The photographer will not be held responsible for unknown damage of film or digital equipment.

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection,

**Brides Signature** \_\_\_\_\_

**Grooms Signature** \_\_\_\_\_

civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

***By booking a photo shoot with Pixie's Photography, you agree to these terms and conditions.***

***We, \_\_\_\_\_ and \_\_\_\_\_***

***have read and understood the terms and conditions and hereby agree to all of the above.***

***Dated and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.***

***Grooms Name: \_\_\_\_\_ Grooms Signature: \_\_\_\_\_***

***Brides Name: \_\_\_\_\_ Brides Signature: \_\_\_\_\_***