



Cell: 062 377 6778

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

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

## Wedding Photography Services Agreement

THIS AGREEMENT is made between ("Client") and ("Photographer").

### 1. Engagement of Photographer

#### 1.1 Services.

Subject to the terms set out herein, Client engages Photographer to provide, and Photographer agrees to provide, the photography services described in this Section 1.1 (the "Services") in connection with the wedding of and Client's partner (the "Wedding").

As part of the Services, the Photographer will produce or take similar action to create materials from Images and provide related deliverables (as set out above) pursuant to the provision of the Services ("Work Product"). "Images" means photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to, transparencies, negatives, prints or digital files, captured, recorded, stored or delivered in any type of analogue, photographic, optical, electronic, magnetic, digital or any other medium.

#### 1.2 Exclusivity.

Client acknowledges and agrees that Pixie's Photography will be the exclusive provider of the Services in coverage of the Wedding, unless otherwise agreed to by the parties in writing.

### 2. Fees and Deposit

#### 2.1 Fees.

Client will pay Photographer the fees set out herein in this Section 2.1 ("Fees"), including any applicable federal or state/provincial sales or value-added taxes due on such Fees.

Total Fee for Services: As per Invoice

Additional Hourly Pricing: As per Invoice

Agreed Retainer fee upon signing: 50% of Invoice total

#### 2.2 Retainer Fee.

Client acknowledges and agrees that the retainer amount set out above is due upon the signing of this Agreement and is not refundable and non transferable, so as to fairly compensate Photographer for committing her time to provide the Services and turning down other potential projects or clients. Both parties agree that the Retainer will be credited towards the total Fees payable by Client.

No date is reserved until the retainer fee is 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.

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

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

Once the wedding 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.

### 2.3 Invoice.

Photographer will issue an invoice to Client upon agreement of the Services. Client agrees to pay all Fees outstanding on or prior to the due dates set out in Section 2.1. Any payment after the due date will incur a late fee of [10%] per month on the outstanding balance. Client acknowledges that the final amount payable may be subject to change depending on the amount actual expenses incurred. Client confirms and agrees that the final calculations provided in the Invoice, should they be different from the original invoice, will be the final amount payable.

All payments made via direct bank deposit will have an additional fee of R50 per R1000 deposited.

## 3. Client Responsibilities

### 3.1 Required Consents.

The client will ensure that all necessary consents, where applicable, have been secured before the commencement of the Services. This includes any permissions needed for the execution of Services and the provision of the Work Product by the Photographer, as well as from venues or locations where the Services will take place, or from attendees of the wedding.

### 3.2 Expenses.

The client is responsible for covering reasonable travel expenses incurred by the Photographer that are essential for the provision of the Services, or for travel specifically requested by the client when the service location is outside the city of Riviera, Pretoria. Additionally, the client will cover any other expenses incurred by the Photographer that are necessary for the provision of the Services, as detailed in Article 2.

### 3.3 Meals.

Should the Photographer's services exceed four hours, the Client is expected to provide meals and beverages for the Photographer and their staff, or cover the reasonable costs of meals for which the Photographer will issue an invoice. As most weddings extend through one or two meal periods, we request our clients to provide a meal and beverage for the photographer and second shooter (where applicable) during the reception. This is to prevent any discomfort and to consider the length of the day. I/We should be seated in an area designated for guests to ensure I/we are available to capture moments during the meal if necessary. Kindly allocate a small table specifically for us, which allows for quick access to continue photography as required. We must not be seated at a guest table.

The client assumes full responsibility for any damage to equipment if we are seated with guests.

### 3.4 Waiver.

Client (on behalf of himself/herself and any other participant whose image or recording may be captured by the Services) hereby waives all rights and claims, and releases Photographer from any claim or cause of action, whether now known or unknown, relating to the sale, display, license, use and exploitation of Images pursuant to this Agreement.

### 3.5 Coverage.

Unless agreed upon in advance, Pixie's Photography shall be the exclusive photographer and/or videographer retained for the event. Photographer may bring one assistant at her discretion. 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.

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

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

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.

### 3.6 Harassment.

Ensuring the appropriate behavior 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 behavior 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.

## 4. Photographer Responsibilities

### 4.1 Equipment.

Client will not be required to supply any photography equipment to Photographer.

### 4.2 Manner of Service.

Photographer will ensure that the Services are performed in a good, expedient, workmanlike and safe manner, and in such a manner as to avoid unreasonable interference with Client's activities.

### 4.3 Photography Staff.

Pixie's Photography will ensure that all Photography Staff (employees, assistants or other parties engaged by Pixie's Photography to assist with the Services): comply with the reasonable directions of Client from time to time regarding the safety of attendees at the Wedding and applicable health, safety and security requirements of any locations where the Services are provided; ensure that Work Product meets the specifications set out in Section 1.1 in all material respects. Photographer will be responsible in every respect for the actions of all Photography Staff.

## 5. Artistic Release

### 5.1 Consistency.

Photographer will use reasonable efforts to ensure that the Services are produced in a style consistent with Photographer's current portfolio, and Photographer will use reasonable efforts to consult with Client and incorporate any reasonable suggestions.

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* \_\_\_\_\_

## 5.2 Style.

Client acknowledges and agrees that:

Client has reviewed Photographer's previous work and portfolio and has a reasonable expectation that Photographer will perform the Services in a similar style. Photographer will use its artistic judgement when providing the Services, and shall have final say regarding the aesthetic judgement and artistic quality of the Services; and Disagreement with Photographer's aesthetic judgement or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

## 6. Term and Termination

### 6.1 Term.

This Agreement will begin on the Effective Date and continue until the latter of (i) the date where all outstanding Fees under this Agreement are paid in full; or (ii) the date where all final Work Product has been delivered ("Term").

### 6.2 Cancellation refunds.

50% 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

4 weeks before your wedding - No refunds

### 6.3 Rescheduling.

In the event of Rescheduling, Photographer will use commercially reasonable efforts to accommodate Client's change. If Photographer is not able to accommodate Client's change despite using commercially reasonable efforts, the parties agree that such Rescheduling will be deemed as Cancellation by Client and that Photographer will be under no obligation to perform the Services other than on the original date of the Wedding.

### 6.4 No Refund.

Client acknowledges and agrees that Cancellation by Client will not result in a refund of any fees paid on or prior to the date of Cancellation by Client.

### 6.5 Replacement.

In the event that Photographer is unable to perform the Services, Photographer, shall cause a replacement photographer to perform the Services in accordance with the terms of this Agreement.

### 6.6 No Obligation.

Photographer will be under no obligation to continue Services if client Cancels and then calls the wedding "back on".

## 7. Ownership of Work Product by Photographer

### 7.1 Ownership of Work.

Photographer will own all right, title and interest in all Work Product. Client (on behalf of itself and any attendees at the Wedding) hereby grants Photographer and any of its service providers an exclusive, royalty-free, worldwide, irrevocable, transferable and sublicensable license to use any materials created by Client or attendees, during the performance of the Services, that may be protected by copyright or any intellectual property rights ("Wedding Materials") as part of any Work Product or in connection with the marketing, advertising or promotion of Photographer's services, including in connection with Photographer's studio, portfolio, website or social media, in any format or medium. Client acknowledges and affirms that no other person or entity has any rights that may prevent or restrict Photographer from using Wedding Materials as provided herein.

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

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

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 for up to 5 years 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. No RAW images will be provided to the client.

## **8. Limited License to Client**

### **8.1 Personal Use.**

Photographer hereby grants Client an exclusive, limited, irrevocable, royalty-free, non-transferable and non-sublicensable license to use Work Product for Client's Personal Use, provided that Client does not remove any attribution notices or copyright notices included by Photographer in any Work Product. "Personal Use" includes, but is not limited to, use (i) of photos on Client's personal social media pages or profiles; (ii) in Client's personal creations, such as scrapbooks, albums or personal gifts; (iii) in non-commercial physical display; and (iv) in personal communications, such as family newsletter, email, or holiday card. Client will not make any other use of the Work Product without Photographer's prior written consent, including but not limited to use of the Work Product for commercial sale.

## **9. Indemnity and Limitation of Liability**

### **9.1 Indemnification.**

Client agrees to indemnify, defend and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to the Services and or Work Product Photographer provides to Client.

### **9.2 Force Majeure.**

Photographer shall not be held in breach of or liable under this Agreement for any delay or non-performance of any provision of this Agreement caused by 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, 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,

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

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

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.

### 9.3 Failure to Deliver .

Photographer shall not be held liable for delays in the delivery of such Work Product, or any Work Product undeliverable, due to technological malfunctions, service interruptions that are beyond the control of Photographer (including as a result of delays in receipt of instructions from Client) and for Work Product that fails to meet the specifications set out in Section 1.1 due to the actions of Client or attendees at the Wedding that are beyond the control of Photographer (e.g., camera flashes).

### 9.4 Maximum Liability.

Notwithstanding anything to the contrary, Client agrees that Photographer's maximum liability arising out of or related to the Services or the Work Product shall not exceed the total Fees payable under this Agreement.

## 10. Waiting Periods, Printing and Charges

### 10.1 Viewing and ordering your photos.

We aim to have your photos available to view within 1 week of having your wedding. Your photos will be uploaded to an online gallery where you can view and choose your favourites for editing. Your package will include a certain amount of edited photos. Additional edited photos can be purchased at R30 each. Unedited photos can be purchased at R5 each. Should you not choose your photos for editing within 30 days from them been uploaded, we will choose the images for your and our selection will be final. The editing process takes up to 2 weeks for engagement shoots, 6 weeks for wedding shoots and 10 weeks for wedding videos.

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. If you do not download your photos within 2 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.

### 10.2 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.

### 10.3 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.

### 10.4 Engagement Sessions

Engagement sessions that are included as part of a package must take place in Pretoria within 15kms from Pixie's Photography. Location fees are not included in packages and will be billed to clients.

If client requests to reschedule the engagement session 8 or more days before the session date, the session shall be moved to a mutually agreed upon date. Cancellation within 7 days or less of the scheduled session or failure to show-up at a scheduled session will result in the session being forfeited.

Tardiness on the client's part may result in reduced shooting time, The photographer cannot guarantee a time extension on sessions and will not cut into the shooting time of another session to make-up for lost time.

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

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

## 10.5 Accomodation

When travelling time from Pixie's Photography to the Clients wedding venue exceeds 2 hours, or if Photographer must continue services past 22:00pm the client will be liable for accomodation for the Photographer and / or any photography staff. Photographer will choose the accomoadtion without been unreasonable and Client will recieve an invoice for the accomodation which will be payable within 48 hours.

## 11. General

### 11.1 Notice.

Parties shall provide effective notice to each other via email.

### 11.2 Survival.

Articles 7, 8, 9 and 11 will survive termination of this Agreement.

### 11.3 Governing Law.

This Agreement will be governed by the laws of Gauteng, South Africa.

### 11.4 Amendment.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the parties.

### 11.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings both formal and informal.

### 11.6 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction, that provision or part thereof will be severed from this Agreement and the remaining part of such provision and all other provisions will continue in full force and effect.

### 11.7 Agreement

By booking a photo shoot with Pixie's Photography, you agree to these terms and conditions upon payment of your invoice.

*We 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\_\_\_\_.*

*Brides Full Names* \_\_\_\_\_ *Brides ID Number:* \_\_\_\_\_

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

*Grooms Full Names* \_\_\_\_\_ *Grooms ID Number:* \_\_\_\_\_

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

**\*\*Please attach copies of both your ID's or Drivers licences when sending this document back to us.**