

## Part 3 Terms and Conditions of Wedding Contract

**AGREEMENT OVERVIEW** This agreement contains the entire understanding between JoanneB Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties.

**SERVICE AGREEMENT** This confirms my contracting agreement: I agree that JoanneB Photography shall provide services to photograph you to the best of our abilities in accordance with the package selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretation by the photographer will be deemed acceptable and correct. We cannot be responsible for dissatisfaction due to circumstances beyond our control. Although every care possible will be taken to produce photographs of all important and special moments during the wedding, the Photographer cannot place an un-conditional guarantee on the above. The Photographer will not be held responsible for any ruined images due to guests' (or any other) flashes; or any other ruined images due to any other cause in or outside of the control of JoanneB's Photography.

**PRE-WEDDING CONSULTATION** The parties agree to a pre-event consultation before the Wedding Day in order to finalize the actual shooting times, locations and CLIENT(s) request list (in writing) for specific photographs. You should be aware that it may not be possible for these to be followed due to factors such as weather conditions, lighting conditions and timing problems. The CLIENT will be responsible for, or have someone designated (bestman, key figure etc.) to identify people of whom a specific photograph is required. JoanneB Photography will not be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for group photographs. The CLIENT agrees to set aside at least 30 minutes of time before the ceremony commencement of the wedding and an hour post ceremony for photographs that cannot be obtained during the wedding including group shots. If the bride or groom has time issues which prevent any of the above time requests from occurring, JoanneB Photography shall not be held liable for failure to take desired photographs.

**COVERAGE** The CLIENT(s) understand and accept that the photographic coverage will be as our professional expertise determines and that not one photograph be deemed more important than another. Every effort will be made to comply with your wishes. We are appointed by you as the exclusive professional Photographer for the wedding, amateur photography by guests will be permitted. However, you must insure that this does not interfere or conflict with the services we have agreed to supply. The CLIENT should share the photography details with other service providers to make sure that there are no conflicts in time for all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will the Photographer share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken. If the client is unable to control the conduct of any of their guests or if the conduct damages any of the equipment of the Photographer, it will result in the early or immediate departure of the photographer. The CLIENT understands that in such an event, no refund will be given. You agree to be responsible for any injury, loss or damage caused to the Photographer or equipment caused by your guests.

**COOPERATION** Weddings should be happy and relaxed occasions. The parties agree to cooperation and communication for the best possible result within the definition of this assignment. JoanneB Photography is not responsible if key individuals fail to appear or cooperate during any photographs been taken or for missed images due to details not revealed to JoanneB Photography. JoanneB Photography shall use its own judgment regarding style and input in the production of pictures. This includes but is not limited to locations, poses and number of images taken.

**HOUSE RULES** The Photographer is limited to the guidelines of the ceremony officials or the ceremony site management. The CLIENT agrees to accept the technical results of their imposition on the Photographer and their ability to capture required images. Negotiations with the officials for moderation of the venues guidelines are the CLIENT(s) responsibility; the Photographer will offer technical recommendations only.

**IMAGES and COPYRIGHTS** The CLIENT agrees that exclusively JoanneB Photography shall hold all copyright and/or intellectual property rights for all the photographs taken at the wedding. It is a violation of copyright law to allow photographs created by JoanneB Photography to be copied, digitally reproduced, altered or reprinted without express permission of JoanneB Photography. You agree to purchase prints directly from JoanneB Photography and unless in possession of images on digital media with permission to reproduce, must not do so. You agree not to make copies for the purpose of circumnavigating sales of images by JoanneB Photography. You agree not to scan, copy or re-produce any images in any manner without written release to do so. The CLIENT may receive a copy of the digital photographs on a USB stick and, if so, the CLIENT may reproduce images in any manner they like for sharing and enjoyment of family and friends. The CLIENT must obtain written permission from, and compensate JoanneB Photography prior to the CLIENT, or its friends/ relatives publishing or selling the images for profit. The CLIENT when reproducing images from digital media is advised to use a professional print laboratory producing the highest quality products. The CLIENT may use digital images on social media however, alteration by adding filters or overlays such as 'instagram' shall be deemed as an infringement of copyright.

**USB INCLUSIVE PACKAGES** For total inclusive packages The CLIENT will receive a USB containing as many images as possible from their wedding. Image choice is made by JoanneB Photography alone and is based on a 'best shot' process i.e. sharpest image, best composition, nicest expressions captured. We will present anywhere from 400 - 600 images from an average wedding. If the total number of images is above or below this amount there will be no credit given or extra charges applied. Deleted images are not available as they are deemed unusable by JoanneB Photography and RAW files are never available to The CLIENT. Images will be delivered within 8 weeks of the Wedding date.

**PROOFS, PRINTS AND RETOUCHING** Any proofing product viewed are individually corrected for colour balance, density, contrast, etc. No retouching will be applied to any proof image. All prints that are subsequently ordered or used in the Wedding Album, may receive individual attention in the form of retouching, enhancement, selective area adjustment, textures, etc. Retouching means correcting various elements in an image such as litter, distractions and minor physical flaws, (tired eyes, smoothing skin, removal of stray hairs etc). Major retouching or Photoshop requests by The CLIENT will be addressed on an individual basis and may be subjected to extra editing charges. JoanneB Photography is granted total artistic control over the final image and the client understands that these are the steps JoanneB Photography will take when referring to retouching. All exposures are of nominal size. Every effort will be made to provide an identical colour balance between photographs but this may not always be possible due to factors such as lighting conditions and digital sensor limitations. Prints made on different occasions or in different sizes may vary. Accordingly, no warranty is given that an exact colour match can be provided.

**ALBUM INCLUSIVE PACKAGE** The CLIENT will make every effort to select and notify JoanneB Photography of images required for the album within 8 weeks of receipt of their gallery and all album orders should be placed within 6 months. Failure to do so could incur extra charges.

**MODEL RELEASE** The CLIENT(s) & SUBJECT(s) hereby grant to JoanneB Photography, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included for the promotion of its business and services, including editorial, trade, advertising and any other purpose and in any manner and medium.

**CANCELLATION** If JoanneB Photography has to cancel the session for reasons beyond their control and the contract has to be completely cancelled their liability is limited to a full refund of all monies paid to us.

You may cancel the Contract at any time by notice in writing. You will then be liable to pay JoanneB Photography compensation based on a percentage of the Package Fee depending on when the notice is received:

<b>121 days or more</b>	<b>Booking Fee Only</b>
<b>91-120 days</b>	<b>50%</b>
<b>61-90 days</b>	<b>60%</b>
<b>31-60 days</b>	<b>75%</b>
<b>0-30 days</b>	<b>100%</b>

If the date of the wedding is postponed, we may at our sole discretion (which we will exercise reasonably having regarded our ability to obtain alternative work for the first date agreed and availability on the second date) agree not to treat the contract as being cancelled but to provide the services on the postponed date and apply all monies paid by you towards the fees for that day.

**LIMIT OF LIABILITY** In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents them from photographing the event; JoanneB Photography will make every effort to secure a skilled replacement photographer. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. JoanneB Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond JoanneB Photography's control, JoanneB Photography's liability is limited to the return of all payments received for the event package.

We will exercise the reasonable skill, care and judgment that you would expect from a professional photographer but we shall not be liable for events beyond our reasonable control for loss, which is consequential of an event. Under no circumstances will our liability to you, whether for breach of contract, negligence, breach of statutory duty or otherwise exceed the total amount that you have paid to us under this contract. Our fees have been calculated on this basis. If you wish to have additional cover we would recommend that you consider taking out a policy of insurance.

**DISSATISFACTION OF SERVICE** In the unlikely event that the CLIENT is dissatisfied with either conduct of/or images produced, by JoanneB Photography they must be notify JoanneB Photography in writing no later than 28 days after delivery of images. JoanneB Photography will acknowledge the receipt of the complaint within 14 days and the matter will then be investigated further. Failure to do so could nullify any issue with service or images raised at a later time.