

# Booking conditions

## AGREEMENT

It is agreed that the following terms form an integral part of this contract and that no variation or modification to the contract shall be effective unless accepted by all parties in writing.

## CANCELLATIONS

In the event of cancellation, a cancellation charge will be made as follows:

1. Cancellation prior to 30 days before the wedding date: *50% of your total amount paid can be refunded. If we are able to rebook your wedding date we will refund the other 50%.*
2. Cancellation 30 days or less before the wedding date: *no refund can be given as your original date was held and other bookings turned down. If we are able to rebook your wedding date we will refund the full amount.*

**COLOUR MATCHING** Owing to reflectance caused by a combination of dyes and materials, especially man-made fibres, it is sometimes impossible to photographically replicate an exact colour as seen by the human eye. The photographs will provide a pleasing colour balance based on natural flesh tones of the subject but we cannot guarantee an exact colour match. Clients should be aware that colour dyes in photography might fade or discolour over a period of time.

**SOLE RIGHTS** Mary Sylvia Photography Ltd will be the sole photographer contracted for the wedding and reception. Photographs taken by guests must not disturb or interfere with photographer's duties. If a photo is overexposed due to a guest's flash Mary Sylvia will not be held responsible.

**REPRINTS** At least 300 Photos taken by Mary Prescott for Mary Sylvia Photography Ltd on the day of the wedding will be handed over on USB to the clients, and they will have full rights to reprint the photos for personal use. Mary Sylvia Photography hereby grants a nonexclusive license to the client to reproduce these photos for personal use only, and Mary Sylvia represents that they have a legal right to grant such a license as the copyright holder. With the USB, the client may manage and use the image files to produce prints for family and friends, for personal use only within that group of people. Clients do not have permission to make copies for sale or for the purpose of circumventing sale of the images by the photographer, nor will the client authorize any reproductions of the images for commercial use. The client is personally responsible for communicating the limitations of this contract to any person who receives a copy of the images.

**ARTISTIC STYLE** On its own behalf, and on behalf of the subject, client acknowledges that it is familiar with Mary Sylvia's portfolio and is requesting services with knowledge of Mary Sylvia's style; that Mary Sylvia's work is constantly evolving; that Mary sylvia's services are of unique and artistic nature; that the photos may be different from photos taken by Mary Sylvia in the past; and that in creating the photos, Mary Sylvia shall use her personal artistic judgement to create images consistent with her personal vision of the event, which vision may be different from the client's and the subject's vision of the event. Accordingly, client acknowledges that the photographs shall not be subject to rejection on the basis of taste or aesthetic criteria.

**LIMITATION OF LIABILITY** The Photographer agrees that every effort will be made to provide high quality of photographic service. In the unlikely event that a catastrophic failure should occur to the Photographer's equipment or that the Photographer is for any reason unable to provide the client with the agreed photographic service and/or products, or if the quality of the services and/or products is deemed to be substandard by the client, the Photographer and client agree that the Photographer will not be responsible for any other consequential damages, emotional or otherwise, and that the Photographer's liability shall be limited to a full refund of all monies paid to her under this contract. Neither party shall be liable for indirect or

consequential loss for any reason.

Mary Sylvia Photography Ltd will not be held responsible for the church, reception, hotel etc having restrictions that prevent images being taken.

Any announcement made that will affect your photography and the day, timings, venues etc should be notified as soon as possible in writing to Mary Sylvia Photography Ltd. Any circumstances not bought to our attention that affect the outcome of the wedding photography will not be the responsibility of Mary Sylvia Photography Ltd.

**COPYRIGHT** Mary Sylvia Photography Ltd reserves the right to use your images for any form of advertising to promote their company. Web based promotions, brochures, galleries and competitions apply.

**FORCE MAJEURE** Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control. Causes deemed to be beyond reasonable control shall include: death or serious injury of illness of a close family member; injury to or illness of the Photographer personally. Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

**COOPERATION** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Mary Sylvia Photography Ltd is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Mary Sylvia Photography Ltd. Mary Sylvia Photography Ltd recommends that the client designate an "event guide" to point out important individuals to the photographer, whom the client wishes to include in informal or candid photographs.

Mary Sylvia Photography Ltd will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos 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 the photographer, it will result in the early or immediate departure of the photographer. The client understands that in such an event, no refunds will be granted.

**COMPLETION SCHEDULE** Clients can expect to have the final USB of at least 300 processed images at no later than 6 weeks after the wedding date. In low season this turnaround time is likely to be shorter.

**WAIVER** The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

**NOTICES** Any notice to be served on either of the parties by the other shall be mailed/emailed and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by email to the correct address.

**JURISDICTION** This agreement shall be construed according to the laws of New Zealand. Terms and conditions valid for bookings made before 31/12/2012 *Please read the terms and conditions attached before signing.*

## TERMS AND CONDITIONS

I hereby confirm the above booking for wedding photography and have read and agree to the terms and conditions provided: By signing this agreement both partners understand and agree to be bound by the contract.

## CLIENT SIGNATURE:

Name:..... Signature..... Date:.....

