

## TERMS AND CONDITIONS



**Parties:** This agreement is between eulalieD Photography (Photographer) and the Client/s, as agreed on page one of this agreement.

**Miscellany:** This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. This agreement shall be governed by the laws of South Africa.

**Sole Rights:** The Photographer shall be the exclusive sole professional Photographer retained by the Client for the purpose of photographing the Event. No objections are made to family and friends taking photos providing due priority is given to the Photographer to ensure proper discharge of agreement.

**Booking Fee:** The Event date and Collection is only confirmed on receipt of a 25% non-refundable Booking Fee and completed Agreement. The Booking Fee is non-refundable (due to the necessary expenses e.g. travel, administration and time incurred by the Photographer prior to the Event) should the Client cancel.

**Payments:** Following payment of the Booking Fee, the balance of the selected Collection must be paid in full one (1) week before the Event date. Payment for other optional extras is to be made in full at the time of ordering. No images, product or optional extras will be delivered until all amounts due have been paid in full.

Overtime are charged at (part or whole at R550 per hour) where agreed. Overtime which may not be known accurately at the time of signing the agreement must be paid within 2 weeks after the Event.

**Photographer:** The Photographer may substitute another Photographer in the event of Photographer's incapacity (events beyond the Photographers control). In the event of such substitution, the Photographer warrants that the substitute photographer is a competent professional.

**Client Usage:** The Client is obtaining Collection images for personal use only, and shall not sell or apply said images for commercial usage or benefit

**Copyright and Reproductions:** The Photographer retains the copyright of all images created and has exclusive rights to make reproductions. The Photographer is hereby entitled to use the images from the Event as she sees fit in her sole discretion which include but is not limited to Photographers (PR) public relations, portfolio, samples, self-promotions, entry in photographic contest or art exhibitions, editorial use, any social media platform, or for display within or on the outside of the Photographers studio.

**Cancellation:** If the Client cancels less than thirty (30) days before the Event the full amount will be due.

**Collections:** The Client must collect the final product (as per the Collection content) from the Photographer. Please allow 4-6 weeks for collection from date of Event.

**Limitation of Liability:** In the unlikely Event of total photographic failure or cancellation of this agreement by either party or in any other circumstances the liability of one party to the other shall be limited to the total value of the agreement. Neither party shall be liable for indirect or consequential loss.

The Parties have read both the front and back of this agreement, agree to all its terms, and acknowledge receipt of a complete copy of the agreement signed by both Parties.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_

Print name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_

Print name: \_\_\_\_\_

Photographers Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_

Print name: \_\_\_\_\_