

# TERMS AND CONDITIONS

*In the following terms & conditions "the photographer or filmmaker" shall mean Theodore Kushner "The clients" shall be those persons defined as bride and/or groom on the form above. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.*

## **1. COPYRIGHT**

The entire copyright in the videos or photos is retained by the filmmaker or photographer at all times throughout the world.

## **2. DISPLAY**

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

## **3. CEATIVE LICENSE, COVERAGE AND REPRODUCTION**

i. Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.

ii. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer/s will do their best to honor the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather an the availability and willingness of subjects.

iii. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot



accept responsibility for any obstructed view should this be the case.

iv. Due to a variety of lighting conditions and the limitations of digital sensors, some colors may alter throughout a set of photographs.

v. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

#### **4. PAYMENT TERMS AND BOOKING FEE (DEPOSIT)**

i. The deposit (50% of the total) will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website and is not refundable or transferable in the event of cancellation, it being the agreed loss suffered by the Photographer due to cancellation.

ii. Payment in full of the remaining balance will be due two weeks before the wedding day.

iv. Titles to all goods and or digital files remains with the photographer until paid for in full by the client(s)

#### **5. CAPTURE AND DELIVERY**

The filmmaker or photographer is not liable to deliver every image taken at the event. The determination of images delivered to the client is left to the discretion of the photographer. The photographer will endeavor to deliver digital negative files as quickly as possible. However this could take up to 6-10 weeks during busy periods.

#### **6. STORAGE OF DIGITAL PHOTOGRAPHIC WORKS**

Once the Client receives the videos or photos, they accept all responsibility for archiving and protecting any digital files related to the Event. The filmmaker or photographer will archive



the digital files for up to 3 months after the Event but does not permanently archive these digital files. The filmmaker or photographer is not responsible for the lifespan of any digital media provided, or for any future changes in digital technology or media readers that might result in an inability to read the data provided. It is the Client's responsibility to make sure that digital files are copied to new media and backed up as required. The filmmaker and photographer strongly recommends keeping at least one archival back-up of your digital files in a different location (online backup).

## **7. COMPLETION SCHEDULE**

Image processing and download gallery creation take approximately six to ten weeks, depending on workload.

## **8. MEALS**

Photographer(s) and or videographer(s) will be provided a full guest meal for weddings lasting longer than 5 hours. If no meal is provided, the photographer(s) and or videographer(s) reserves the right to go off-site for a meal for 1 hour.

## **9. RESPONSIBILITIES**

The filmmaker and or photographer may bring assistants at his or her discretion. Videographers and other vendors as well as semiprofessional. Other photographers or videographers not from Lake Full Of Pictures, must not obstruct or interfere with the official Videographers or Photographers 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 the filmmaker's or photographers duties. The Filmmaker or Photographer is not responsible for compromised coverage due to causes beyond his 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. The Filmmaker or photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the video or photo coverage.



## **10. RIGHT OF WITHDRAWAL**

The Filmmakers or photographer discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation, changes of locations, facilities or times available; missed appointments; bad, returned or late payments are examples of contributing factors should a withdrawal by the filmmaker be initiated it will be done so via telephone and email to the email address given by the client(s)

## **11. HOUSE RULES**

The Filmmaker or photographer is limited by the guidelines of the ceremony official or reception site management. Client(s) agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is client(s)'s responsibility; The Filmmaker or photographer will offer technical recommendations only.

## **12. PERSONAL ACCIDENT**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

## **13. FORCE MAJEURE OR ACTS OF GOD**

13.1 The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In such an event the Photographer will not be liable to the Client(s) and/or any further person in respect of any loss and/or damage of whatsoever nature caused by, or arising from any of the following circumstances:

13.1.1 *Force majeure* (Acts of God);

13.1.2 The loss, damage, destruction or theft of any property on the venue;



13.1.3 Any act or circumstance, save for gross negligence by the Photographer, causing the loss, damage, destruction, theft and such other related events of photographic material (including camera equipment);

13.1.4 Loss or damage resulting from or related to the use of any equipment on the venue, including but not limited to furniture, cutlery and crockery, sound equipment and photographic equipment or technical failure thereof;

#### **14. CANCELLATION AND CHANGES**

14.1 The Client may cancel this contract at any time by giving written notice to the Photographer, but in doing so shall forfeit their booking fee (deposit) paid. In addition hereto, and save for the cancellation being due to death or hospitalization of the Client(s), the following charges will be due and payable in case of cancellation, it being **the agreed loss** suffered by the Photographer due to such cancellation and having specific regard to (a) the nature of the goods or services that were reserved or booked in terms of this contract, (b) the length of notice of cancellation provided by the consumer herein, (c) the reasonable potential for the Photographer to find an alternative Client and (d) the general practice of the relevant industry:

- 90 days prior to the function : 50% of the outstanding amount.
- 60 days prior to the function : 80% of the outstanding amount.
- 30 days prior to the function :100% of the outstanding amount.

14.2. In the very unlikely events of cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid.

14.2.1 The photographer will endeavor to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding, traffic conditions, vehicle breakdown etc.

