

## **Contractual Agreement:**

**ENTIRE AGREEMENT:** Our terms and conditions supersedes all prior and simultaneous agreements between the parties in both verbal and written communication.

The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement, that does not mean that any other provision is also waived.

RICH Photography reserves the right to change, modify these terms and conditions at any time without prior notice.

### **COPYRIGHT**

RICH Photography is the author of the commissioned work, photo and/or video, and shall remain the owner of the copyright in South Africa and throughout the world.

RICH Photography may publish photos/videos on their website, Facebook Page and any other social media site they feel fit for advertising purposes.

The CLIENT must obtain written permission or potentially compensate RICH Photography prior to an event/project where the CLIENT, the CLIENT's friends, businesses or relatives publish or sell the photographs for profit.

Any photo/video manipulation, editing, filters, music or any customisation whatsoever added to RICH Photography's photos/videos by the CLIENT or third party is prohibited.

All images/video footage are the sole property of RICH Photography and will not be released until fully paid.

### **ADDITIONAL TIME**

It is not uncommon for events/projects to go on longer than planned/quoted.

Additional overtime fees will be charged at a calculated rate.

Written acknowledgement is needed and payment will be made prior to the commencing of the photography services.

Should the event start late due to any reason whatsoever, RICH Photography will not be held liable for any photographs/footage not taken and the quoted ending time still remains the same.

### **GOOD IMAGERY**

The CLIENT agrees to not hold RICH Photography liable for any missed photographic opportunities due to key individuals failure to be present or to co-operate, or due to details not revealed to RICH Photography.

RICH Photography will not be held responsible for any unsatisfactory photographs/footage due to guest's (or any other) flash/lighting or photographic equipment interference, limits of camera equipment; or any unsatisfactory photographs/footage due to any other cause outside of RICH Photography's control.

Due to the events and proceedings of the day, RICH Photography cannot guarantee each and every action/proceeding will be photographed/filmed, however every precaution will be taken to minimize the risk of possible missed moments.

In order to ensure we get good pictures/footage, we may do several shots of the same thing using different cameras/lenses, poses and lighting. We cannot guarantee a certain number of photos/length of footage, however we try to obtain a reasonable amount of final retouched images/footage. We are providing a large selection of the best photos/footage on the day, it is the decision of RICH Photography which final images are supplied.

The CLIENT must understand that poorly lit areas/venues/rooms may result in "not perfect" images, however RICH Photography will take every precaution to utilise high quality cameras and fast focusing lenses for poorly lit areas to try and eliminate any potential blurred images etc.

### **RAW IMAGES/VIDEO FOOTAGE**

RAW images/video footage will not be supplied, larger corporates may request raw files, however this will occur additional charges.

RICH Photography does not guarantee that we will keep all raw images/video footage, as this cost is our own and is not calculated into quoted jobs unless stipulated/requested.

However, all final video edits are kept and all necessary precautions are taken to keep the video edit safe and secure, however RICH Photography will not be held liable for any loss of previous edits/images/footage.

The CLIENT understands it is their responsibility to make sure their supplied final images/video edit is kept safe at their own cost and risk.

The CLIENT also understands that the request of previously captured images/footage for repurposing will incur an archive fee as well as an editing fee.

## **DELIVERY**

This type of process takes time and good imagery/video edits cannot be rushed. RICH Photography will always strive to get images/video edits out as soon as possible. The below are basic waiting times for each genre and are all season dependent, unless stated otherwise on your quotation/invoice, however these are an average:

Weddings - 4 to 12 weeks

Events - 1 to 6 weeks

Engagement/Couple sessions/Matric Farewells - 2 to 4 weeks

Corporates/Products - 1 to 6 weeks

The CLIENT understands that trying to copy/mimic previously seen images/footage will take longer than expected, it will also disrupt the flow of the photographer. RICH Photography will not be held liable for any loss of quantity/quality of images.

If the CLIENT wants the edits sooner than the estimated period, an Express Edit fee is optional and will be quoted accordingly based on the project. If the CLIENT does not opt for the Express Edit option, their project will follow the above delivery times.

RICH Photography will not entertain any queries on 'when edits will be completed'. The CLIENT understands that constant queries on projects and edits will hinder the editing time as multiple clients will often contact RICH Photography for edits.

All edits will be supplied on Google Drive unless stipulated otherwise.

## **CO-OPERATION AND SHOOTING TIME**

The CLIENT agrees to a positive co-operation and communication for the best results possible within the definition of this agreement. RICH Photography is not liable for individuals who do not co-operate or those not present during all photography/filming sessions, nor for missed photos/images due to details not given/revealed to the photographer.

RICH Photography will not be held accountable for not photographing/filming desired people if there is no one to assist in identifying or gathering people for photograph/s.

We recommend an individual with a strong personality and voice who can gather groups, family, individuals or key people.

Photographs/Footage will be taken to illustrate the event/proceedings through the eyes of RICH Photography. Thus, unreasonable monitoring of what is being captured will upset the flow and ideas of photography/videography and RICH Photography will not be held liable for the quality, look and feel of any photographs.

## **HOUSE RULES**

RICH Photography is limited by the guidelines of the ceremony official or the reception/venue site management. Negotiations with the officials for moderation of guidelines is the CLIENT's responsibility.

RICH Photography will offer technical recommendations only. We will do our best to accommodate any request within reasonable terms, and we will also make suggestions and provide direction if necessary or asked.

## **LIMITS OF LIABILITY**

It is further understood that in the unlikely event the photographer/videographer is injured or becomes too ill to capture the event/project. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

In addition, if any equipment (ie. camera equipment, memory card/s, hard drives, computers, backups, flash equipment and other related equipment) is lost, damaged, stolen or damaged in any way including by fire or any act of God, RICH Photography will not be held liable. All necessary precautions to recover data/images will be taken however it is not guaranteed that RICH Photography will be able to recover what is lost.

The CLIENT agrees that on the day of the shoot, a safe area for the storage of camera gear will be supplied, if not, RICH Photography must be notified 72 hours prior to the shoot in order to arrange, and quote for an additional assistant.

Lighting is a crucial part of photography/film making, many venues, guest houses and other areas where events take place are often poorly lit. RICH Photography will do their utmost best to maintain a high quality image however we will not be liable for poorly lit rooms, thatch roofs, venues or images. In addition, any act of God including rain, wind, lightning etc. we cannot guarantee and are not liable for limited or unsatisfactory images however RICH Photography will take the necessary steps to try and produce satisfactory images.

## **ALBUMS, PRINTS, POST WORK**

Album design is of RICH Photography's choice based on images used. The CLIENT must state in writing within one week after the wedding if any guests/persons must not be included in the album. RICH Photography will only select images that suit the design of the book and RICH Photography will not be held liable for any reprints due to design. If the CLIENT wishes to change images or design, an additional cost will be quoted first, the CLIENT would need to pay the outstanding quote prior to seeing a new proof.

Any printing errors will be taken up with the printers and will not be at the CLIENT's cost.

If making use of an external or independent printer not recommended by RICH Photography please ensure their colour calibration is correct to the universal and world wide accepted Apple Mac standard.

We provide a mixture of colour, black and white and possible various effects depending on the type of event for photos. Additional fees may apply after both parties agreement for odd digital manipulation of photos (changing parts of a photo to certain special requests).

RICH Photography will view and retouch each image individually to ensure cropping, style, colour, shadows and various standard retouching processes that make up the quality of work. RICH Photography will take all necessary steps to ensure colour matching, however RICH Photography will not be held liable due to exact colour matching on images as it is sometimes impossible to capture on camera the exact colours as seen by the human eye.

Video work will be colour graded to resemble the best possible lighting solution captured on the day, or colour graded to a style.

If a proper brief/script of the project/final edit is not supplied before the project is captured, RICH Photography will use their own discretion/creative freedom to finish the project.  
Any form of retouching, changes to a final edit etc will then be charged accordingly.  
This also applies to music, voice overs, on-screen text, font etc.

#### **GENERAL**

If the venue or location of the project has any gravel roads RICH Photography must be notified prior to the date of the shoot. If the gravel road is longer than 1km additional charges will apply.

If your venue/location does not have cell phone signal, RICH Photography must be notified prior.  
If the coverage of your shoot/event is 4 hours or longer, food must be supplied as well as seating arrangements.

#### **DEPOSIT**

A non-refundable booking fee of 50% of the quoted amount will secure the photography/video services for the client's specified event date.

In the event of the CLIENT's cancellation, the booking fee is non-refundable.

If RICH Photography is cancelling the event due to unexpected critical reasons, the full amount will be refunded.

Payment should be transferred to the following bank account:

Acc Name: R Oosthuizen  
Bank: FNB  
Acc Number: 6212 111 6330  
Branch: 211 021  
Acc Type: Cheque  
Reference: Name and Date of Event

#### **FEES**

- Full payment for the services of RICH Photography is due **to reflect in the above account 48 hours before the event date**, if the amount does not reflect in the account 48 hours prior, you will forfeit your event date and need to re-book. (Strictly NO CASH on the day of a shoot)
- Any delivery/special shipping costs of the final goods will be paid for by the CLIENT