



Event Photography Terms & Conditions

TERMS

This agreement is between **(CLIENT)**, hereinafter referred to as the "Client", and Event Shoot, hereinafter referred to as the "Photographer".

BOOKING FEE/DEPOSIT

The Booking Fee/Deposit must be paid no later than 7 days before the "Date of Event" and acknowledges that you have read and understood the Terms and Conditions .

Booking Fee/Deposit	70%
Balance on day of the Event	30%

AGREEMENT

This agreement contains the entire understanding between the Client and the Photographer.

Cooperation: The Client and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (someone who knows most of the guests) who will point out key individuals to be photographed.

The Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of Event photos for the Client, accomplished with good humour and enjoyed by all concerned. Both the Client and the Photographer therefore agree that punctuality and cooperation are essential to producing outstanding photographic results. In cases where the Event does not run on time (for example, extreme lateness by one of the Client's guests) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

Event Guests: Your guests will have digital cameras or phones and will want to take photographs at key times. In the spirit of cooperation, the Client agrees to give the Photographer precedence over the guests in order to take the photographs required for the Event services described above. Event Shoot cannot be held liable for a lack of Event photos if guests taking their own photos of the key moments continually interrupt the Photographer's work.

Copyright Law: The copyright of photographs remains with the Photographer. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

Model Release: The Client grants the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Client hereby releases the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Creative License: Images are edited at the Photographer's discretion and delivered images may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the Photographer's artistic standards.

Deliverables: The Photographer will deliver the digital images electronically, within 7 days of the completion of the Event. The Client will then have 90 days to download the images onto their own digital storage device. Client access to the images following the 90 day period may be reinstated by contacting the Photographer and may incur an Administration Fee.

Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the services specified above the Photographer will try to book a replacement event photographer. If a replacement photographer cannot be found, then liability is limited to a refund of any payments received. The Photographer has working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service.

Booking Fee/Deposit: In the event of the Client cancelling the Event within 7 days of the Date of the Event, for whatever reason, the booking fee is non-refundable.

Payment: Full Payment is expected upon arrival at the Event. The Client is responsible for payment.

Additional Time: Additional photography time, after agreement between the Photographer and Client, will be charged at \$150 per additional 30 minutes and is payable prior to the delivery of digital images to the Client.

Other Services: This contract is for the photography services and electronic delivery of the Licensed Digital Images only. Additional services, such as providing printed images on physical media are available as a separate order.

Force Majeure: No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorist acts, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should Clients' Event be cancelled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for payments already received by the photographer, but the photographer will use all reasonable efforts to work with Clients to produce the Event at a later date if necessary, subject to photographer's availability.