

Toxicmicz Photography

Terms and Conditions

- 1. ENTIRE AGREEMENT:** This agreement contains the entire understanding between Toxicmicz Photography. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
- 2. RESERVATION:** Upon the signature or any form of payment by the client towards a service provided by Toxicmicz Photography, the client accepts the terms and conditions unconditionally, Toxicmicz Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due one week before the wedding.
- 3. PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.
- 4. CANCELLATION:** In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit.
- 5. EVENT GUIDE:** THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
- 6. COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Toxicmicz Photography 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 Toxicmicz Photography. Toxicmicz Photography recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.
- 7. GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. Toxicmicz Photography 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.
- 8. MEALS:** Set places at a table, food, water and juice will be provided for all staff of Toxicmicz Photography working at the wedding on the wedding day. Sufficient time will also be allowed for Toxicmicz Photography staff to eat their meal.
- 9. 90 MINUTE WINDOW:** The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 90 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception (Depends on Package taken). The 90 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Toxicmicz Photography shall not be held liable for failure to take desired photographs.
- 10. SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed

by all parties involved. THE CLIENT and Toxicmicz Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Toxicmicz Photography will not be held liable for any photographs not taken.

11. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Toxicmicz Photography will offer technical recommendations only.

12. PAYMENTS: THE CLIENT agrees that a 50% non-refundable deposit is required at the time of contract acceptance and 100% of the remaining balance is due one month prior to the wedding date.

13. METHOD OF REMUNERATION: Payment may be made in cash or deposited into the following bank account:

Standard Bank

MS School of Technology

Account Number 022216502

Durban North

Reference: Brides name and date

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

NO CHEQUES ACCEPTED or CASH DEPOSITS

14. PENALTY FEES & CHARGES: There is a R200.00 late payment fee for any payments that are not postmarked or delivered to Toxicmicz Photography by the required date.

15. PROFESSIONAL IMAGE MANIPULATION: THE CLIENT will reside with the fact that Toxicmicz Photography has performed to its best ability with regard to the specific task and that Toxicmicz Photography has no further responsibility towards said image manipulation after editing .

16. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Toxicmicz Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Toxicmicz Photography explicit written permission.

1. In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended, the provisions of Section 21 (1)(c) shall not apply to the work(s) to be made in terms hereof and the photographer will be the author of the work(s) and the copyright subsisting therein.

2. Toxicmicz Photography supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to THE CLIENT whether on its submission, or on Toxicmicz Photography grant of reproduction rights in respect thereof.

3. Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

4 Upon final payment by THE CLIENT, limited usage rights of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides and/or high resolution images may be used by THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate Toxicmicz Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

17. MODEL RELEASE: THE CLIENT hereby assigns and grants Toxicmicz Photography and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT

hereby releases Toxicmicz Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

18. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Toxicmicz Photography will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Toxicmicz Photography, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. Toxicmicz Photography suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of Toxicmicz Photography to capture the formal wedding portraits.

Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. Toxicmicz Photography will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time Toxicmicz Photography equipment is being packed up. In return for this consideration Toxicmicz Photography insists no other guest photography take place when or where Toxicmicz Photography is working. No other guest/photographer using professional equipment will be allowed by Toxicmicz Photography at any time during the wedding. Toxicmicz Photography reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

19. COMPLETION SCHEDULE:

Processing and image manipulation can take anything from 2 – 8 weeks. Toxicmicz Photography can provide the final product 2 – 8 week after the wedding took place.

19. 1 STORAGE: The photos will only be kept in storage for 3 months by Toxicmicz Photography after delivery of final product. Photos will be deleted after that.

20. FINAL DELIVERY: Toxicmicz Photography will deliver the product that has been agreed upon in the chosen package. If the client does not collect the photos one month(4 weeks) after completion(8 weeks)of final product by Toxicmicz Photography, no changes will be made and recognized should the client be unsatisfied with the final product.

20.1 The client must also choose the photos they want for the PhotoAlbum. This happens after the final product is delivered.

21. NUMBER OF PHOTOS AND TIME DURATION. The number of photos delivered to the client will be determined by the package chosen. No more than specified amount will be provided by Toxicmicz Photography. If the client wants Toxicmicz Photography to stay longer than the specified time duration agreed upon, R1 500 per hour will be charged extra.

22. RIGHT OF WITHDRAWAL: Toxicmicz Photography's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Toxicmicz Photography initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, R100.00 an hour is charged for all photography services already provided and R50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

23. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Toxicmicz Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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.

Toxicmicz Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

23.1 Should Toxicmicz Photography supply an alternative photographer, and the client is not satisfied with the final product, Toxicmicz Photography takes NO RESPONSIBILITY for the end product, and or refund for damages or losses. This must be taken up with the photographer who took the photos.

23.2 When the ALTERNATIVE PHOTOGRAPHER receives the payment agreed upon, and shows up to take the photos for the event, the contract between Toxicmicz Photography and the client is no longer binding, and Toxicmicz Photography has no responsibility towards the client, except terms that was agreed upon.

24. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding Toxicmicz Photography cannot place an unconditional guarantee on the above. Toxicmicz Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Toxicmicz Photography's control.

24. 1 If the wedding day/event is not on schedule, Toxicmicz Photography will not be held responsible for photos not taken, due to a time limit, or bad organisational planning.

25. WEATHER: Due to the sensitive nature of camera equipment, Toxicmicz Photography reserves the right to stop shooting, and take necessary steps to protect the camera equipment in case the weather turns for the worst, like in the case of rain. Toxicmicz Photography will not be held responsible for any loss of photographs, or shooting time due to weather conditions. Final decision hereof resides with the photographer representing Toxicmicz Photography.

26. PERFORMANCE: The performance of this contract on behalf of Toxicmicz Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

27. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

28. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Toxicmicz Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

By Signing the contract or making any type of payment towards Toxicmicz Photography, even before signage of the contract the client agrees to have read and understood the terms above.

Contract is entered under South African Law.