



TERMS AND CONDITIONS:

1. GENERAL

- 1.1 Capturing Life Photography hereby undertakes to photograph the agreed event at the go-ahead of the customer in terms of the agreed photography package ("the package"), subject to the terms and conditions as specified herein.
- 1.2 Capturing Life Photography may make use of any photographs for photographic competitions and exhibition, advertising in printed or digital media as well as publish on their website, Facebook and other social media platforms.
- 1.3 The Photographer holds the copyright to all the photographs unless agreed upon by both parties in writing with written consent from the photographer. Photos published by the client on printed or digital platforms must credit the photographer.
- 1.4 Wedding Photographs: Should photographs be taken at the Reception, seating arrangements for the photographer as well as the assistant must be arranged inside the reception hall.

2. DEPOSIT & PRICE

- 2.1 The packages offered by Capturing Life Photography, including the price of each such package ("the package price"), may vary depending on types of packages and circumstances at Capturing Life Photography's absolute and sole discretion.
- 2.2 Wedding Photo shoots: The first deposit must be paid to secure the booking and is non-refundable. No booking will be deemed secured without the predetermined deposit as laid out in the specific package chosen.

The second deposit must be paid 1 month prior to the wedding and the balance upon collection of Photographs

NO PHOTOGRAPHS WILL BE RELEASED WITHOUT PROOF OF FULL PAYMENT.

- 2.3 All other photo shoots: The first deposit must be paid to secure the booking and is non-refundable as stipulated in the booking form. No booking will be deemed secured without the predetermined deposit as laid out in the specific package chosen.

In the event of the client being unable to attend the scheduled appointment, Capturing Life Photography needs to be informed at least 48 hours prior to the scheduled shoot in which case the shoot may be rescheduled on a date suitable to both parties. Failure to cancel the appointment within 48 hours prior to the scheduled shoot will result in the deposit being forfeited.

The balance must be paid upon receipt of contact sheets/ low res selection proofs.

NO PHOTOGRAPHS WILL BE RELEASED WITHOUT PROOF OF FULL PAYMENT.

- 2.4 Should the customer not pay the deposit within the required period, the provisional booking made by the customer will be cancelled by Capturing Life Photography.
- 2.5 The first deposit will be subtracted from the total package price.
- 2.6 Traveling cost to venues outside Cape Town CBD will be charged at an AA related cost.
- 2.7 In the event of national or International weddings/shoots, flight costs and accommodation costs will be charged, where necessary.
- 2.8 In the event of having to travel more than 100kms one way, accommodation for myself and my assistant (if one is used) will be required.

3. LIABILITY

- 3.1 Capturing Life Photography will make every effort to ensure high quality photographs however will not be held liable for any loss or damage suffered by the customer as a result of, inter alia, the following:
- 3.1.1 Force Majeure (Acts of God);
- 3.1.2 Fire;
- 3.1.3 Hijacking, theft and related events;
- 3.1.4 Malfunction of equipment;
- 3.1.5 Loss of memory card and/or digital information etc by the development laboratory.
- 3.1.6 The photographer will not be held responsible for unknown damage of memory card/ film.
- 3.1.7 In the event of any of the above mentioned in 3.1.1 – 3.1.6 photographs will be retaken on a date agreed upon by both parties.

4. MISCELLANEOUS

- 4.1 The terms and conditions which govern the contractual relationship between Capturing Life Photography and the client, without alteration, variation or amendment thereof, will not be enforced or effected unless reduced to writing and signed by both parties.
- 4.2 The customer will be liable to pay all Capturing Life's legal costs in the event of any legal proceedings arising out of the stated terms and conditions.

SIGNED AT _____ ON THIS _____ DAY OF _____ 201_____

For Capturing Life Photography

For Client

(Client Name – Please Print)

Kindly print and fax/email this form back together with proof of deposit to confirm your booking.

Thank you.