



*Black Diamond
Photography*

Black Diamond Photography Terms and Conditions

In the following terms & conditions "the photographer" shall mean Kaspars Sarovarcenko trading as Black Diamond Photography. "The clients" shall be those persons defined as bride and/or groom on the booking form. 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 copyright Designs and Patents Acts assign the copyright of the images to the photographer.

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. License, Coverage and Reproduction:

- ● 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.
- ● The photographer shall be granted artistic license in relation to the poses photographed and the locations used. The photographer's judgement regarding these matters shall be deemed correct.
- ● The photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.
- ● 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.
- ● Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
- ● 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. Payments:

- ● A non-refundable booking fee of 15% of the total amount of the package chosen will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.
- ● Payment in full of the remaining balance will be paid on the wedding day.

client(s)

5. Force Majeure:

- The photographer will endeavour 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 etc.

Performance of these services are subject to alteration or cancellation by the Photographer owing to any cause beyond their control (e.g. acts of God, change in legislation, floods, fire, computer or equipment failure, etc). In the unlikely event of total equipment failure or cancellation of this contract by the Photographer, the Photographer's liability shall be limited to a full refund of fees paid. In the unlikely event of the Photographer being unable to attend your Wedding due to unforeseen circumstances, the Photographer reserves the right to appoint another photographer to attend your Wedding to perform the service agreed to his / her best ability.

Notwithstanding legislation to the contrary, in the unlikely event that either the Client or the Photographer fail to perform their obligations the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect, consequential loss or any claims from 3rd parties.

6. Cancellation Fees:

- ● If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation:

- ● Cancellation from the booking date and more than three months to go until the wedding, the photographer will keep the non-refundable booking fee paid by the client.
- ● Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked. Where no package has been specified on the booking form, it will be deemed that the client(s) have chosen a package to the value of R10 000.00. The client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.
- ● Where the photographer is able to re-book the date with an equivalent booking then the cancellation fee will be reduced to the booking fee.

7. On The Day

- The photographer is the only authorized and official photographer for your wedding day.

8. 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.

9. Album Delivery:

- Please allow up to 3 months for completion of your wedding album. Where the album needs to be couriered to the client, the cost of such will be charges to the client as an extra cost.

ACCEPTANCE AND ACKNOWLEDGEMENT

The Client(s) hereby accepts the quotation from The Photographer to render and supply all services and materials as agreed upon on these terms and conditions as stated herein. The Client(s) by signing this contract acknowledges that they have read and understood the terms and conditions and agrees to all of the above and is further familiar with all details of the selected wedding package.