



Amoia Photography terms and conditions

I agree to all of the terms and conditions stated above and understand that by submitting this email online that i am entering into a binding contract with Amoia Photography

Deposit booking fee

A deposit/booking fee of R2000 to secure the date payable on execution of this agreement. This deposit/booking fee is non refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment

Payment of the balance, no later than 1 week BEFORE the date of the wedding. Cancellation less than 12 weeks before the date of the wedding will require payment in full cancellation. Less than 16 weeks before the date of the wedding will require 50% of the balance of the package booked. All cancellations must via email by bride or groom. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change. Any additional payments for albums and other services are to be made when that order is placed. Prices for orders placed over 3 months after the date of the wedding may be subject to change.

This includes orders included in the initial wedding package

Travel fees

Travel to the client, venue and location outside 65kmm radius and back @ R4 per km.

Approved accommodation outside 150km radius must be provided for the
2 photographers or R650 per night

Copyright

The entire copyright in the photographs is retained by Amoia Photography at all times throughout the world. Where a usb of photographs (digital image files) has been provided to the client as part of their wedding collection, these photographs may be printed and displayed online for personal but not commercial use. The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work or any other use.

Image size, colour, style and composition.

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record the exact colour as seen by the human eye. There is no right to reject on the basis of style or composition. Amoia Photography cannot guarantee the supply of any particular photographs that are requested.

Archival release and store

Once all products within the wedding package stated in section 3 have been delivered, the photographer is under no obligation to retain the digital image files.

Amoia Photography store it only for 12 months.

Attendance

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on her behalf to undertake the photography. No other outside hired photographers are permitted to photograph the wedding.

Wedding guests & cameras.

Amoia Photography is to be the sole professional photographer. Your guests will of course want to take photographs. The photographer cannot and will not be held responsible for a lack of wedding photographs due to guests taking their own photos of the bride and groom and interrupting the workflow of the photographer.

Postponement/cancellation

Should the cancelled appointment turn out to be a postponement, then, subject to Amoia photography's availability, all monies paid may be applied to the new appointment. In this case, the total fees chargeable shall be the fee which applies at that time. In the event that Amoia photography still have the new date available. If cancellation occur, deposit will be forfeited and not refunded.

Group shots

The photographer will endeavour to capture the images requested by the client in the photo check list supplied by the client prior to the wedding. In the unlikely event that the photographer is unlikely to capture these images due to poor weather or lack of alternative dry location she will not be held responsible. We will choose a different location to capture the shots.

Ceremony & venue rules

Please note that Amoia Photography are governed by the rules imposed by registrars, ministers and the management of venues as to where they can go and what they are not able to do. Some churches restrict the movement of photographers, prevent the use of flash and in some cases will prevent us from photographing at all during the ceremony. In these circumstances the bride and groom agree to accept the limitations put upon us by others. The bride and groom must make themselves aware of any rules prior to the ceremony and inform the photographer in advance. Please note restrictions such as these will reduce the number of images supplied.

Indemnity

Amoia Photography agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. Amoia Photography shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

Limitation of liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the value of the contract. Neither party shall be liable for indirect or consequential loss.

Privacy

Amoia Photography will store your name and address details on a private internal database. These details will not be made available to third parties. Should you wish to have your details removed from our database, please advise us in writing.

Jurisdiction

This shall be governed by and construed in accordance with South African law, and each party agrees to submit to the exclusive jurisdiction of the courts of South Africa. The bride and groom have read and understood the above contract and agree to the terms and conditions in their entirety as agreed via email.

Substitution

In the event of illness or sudden event beyond the control of the photographer, Amoia Photography will attempt to substitute a photographer at no cost to the client. This contract will be transferable to said photographer.

Food

In the event that the client does not provide food for the photographer at the main meal (we care for our own drinks and food till the evening) when working for over 5 hours, the photographers will be forced to leave the wedding to source food. The photographers will not be held responsible for missed photographs during this time. We appreciate as of standard by all venues that the photographers will eat the wedding main meal with the guest and not food provided. If possible 2 cooldrinks at the bar will be appreciate.

Social media/website/blog

Amoia Photography reserves the right to share images online for business and promotional use (boudoir excluded). If you do not wish for your images to be used for such ends please make this clear.

Prints & products

The professional print labs Amoia Photography use are synced with our calibrated computer. Amoia Photography will only guarantee the quality, colour accuracy of prints and products produced by these approved suppliers. A print release will be given with digital image purchases but i do not guarantee the colour accuracy or quality of products purchased by the client as this is out of Amoia Photography control.

Completion of images

Amoia Photography will endeavour to present to you your finished images 2- 4 weeks after your wedding ceremony.