



P 1300 907 277 **E** contact@blissphotography.com.au **W** www.blissphotography.com.au

Terms & Conditions – Bliss Photography **2016-2018**

- 1. Deposit:** A deposit payment of \$250 is due to secure the photographer exclusively for your wedding date. This amount will be included in your wedding invoice that will be sent to you via email and is to be paid as soon as possible when your booking is made.
- 2. Date Reservation:** Your date is not reserved until deposit payment is made, the photographer has the right to accept other bookings for your date and if this occurs than the photographer will have no further obligation to your booking.
- 3. Cancellation:** The Reservation Deposit of \$250 is non-transferable and non-refundable in the event of cancellation by the Client. Such cancellation must be in writing.
- 4. Full Payment:** The Client agrees that this Agreement shall be deemed cancelled if all monies are not paid on time as stipulated on the Clients Invoice (full payment is due 1 month prior to the wedding date) and the Photographer shall have no further obligations to the Client if full payment is not received. If the agreement is cancelled due to non payment of full amount, there will be no refund of any monies paid thus far and photographer will not be liable to photograph the wedding.
- 5. Exclusive Photographer:** The Client agrees that the photographer (Bliss Photography) has the right to be the Exclusive Photographer on the day of your wedding. The Client is to only hire the above photographer for the day. The Client also agrees that no guests at the wedding are to interfere or obstruct the photographer whilst photographing, especially in the official parts of the day.
- 6. Copyright:** The Photographer shall retain Copyright in all the material produced by the Photographer.
- 7. Client Use:** The Photographer shall not be liable for any claims whatsoever resulting from alterations made to the material by the Client. The Photographer grants the Client the right to make unlimited number and format of copies of the photographs in any medium for personal use. The Client shall obtain written permission from the Photographer prior to selling or publishing any of the material for financial gain.
- 8. Model Release:** This serves as a model release and the Client grants the Photographer the irrevocable and unrestricted right to use and alter the material for commercial, promotional, marketing, competition, websites or other purposes and without compensation, unless the client states otherwise in writing.
- 9. Permission to Photograph:** It is the Client's responsibility to obtain permission for entry too and photography at all applicable locations and to advise the Photographer of any restrictions or policies in place at all applicable locations.
- 10. Requested Photographs:** The Photographer shall not be held responsible for any photographs requested but not provided resulting from the late arrival of the wedding parties or scheduled delays on the day, but the photographer will do their absolute best to obtain all requested photographs.
- 11. Unavailability:** If the Photographer cannot attend to their duties for medical reasons or other emergency, all effort shall be made by them to engage a competent replacement photographer at no extra cost to the Client. If the Photographer cannot source a replacement photographer or the Client is not satisfied with the proposed replacement, all monies paid by the Client (including the Reservation Deposit) shall be refunded in full and the Photographer's liability shall be limited to this refund.

12. Refund: All monies shall be refunded and this Agreement become void if an act of God or other catastrophe necessitates cancellation, or in case of death or serious illness to either party or their immediate families up to 1 week before the wedding. Such cancellation must be in writing and a registered professional shall attest to the illness or death referenced as reason for cancellation.

13. Lost Photographs: The Photographer undertakes to use the utmost care and reliable equipment throughout the capturing, backup, processing and transportation of the material. If however, the material is lost, stolen or damaged for any reason, the photographer shall refund all monies received and his/her liability shall be limited to this refund. If a portion of the material is lost, stolen or damaged for any reason, then the refund shall be calculated pro-rata based on the package selected and his/her liability shall be limited to this partial refund.

14. Photograph Delivery: Photos will be processed and delivered in the earliest time frame as possible. Please allow between 4-8 weeks processing time for all photos, plus 2-3 weeks print time for photo books & print products. In rare circumstances including but not limited to illness, unusually busy periods, family emergency, natural disaster etc. the delivery time of your photos may be extended up to 12 weeks.

15. Photograph Archive: Upon receipt of a photo USB, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

16. Uncooperative Members: The photographer is not responsible for any uncooperative family members, guests or friends etc. Whilst all reasonable effort is made to capture friendly & happy photographs, the photographer is not responsible for "forcing" subjects to smile, enjoy or pose for shots where they are unhappy to do so.