

# Charlene Garber Photography

## TERMS AND CONDITIONS

Entered into between:

**Charlene Garber**  
**Photography Package**

\_\_\_\_\_ (Bride's Full Names & Surname)

and

\_\_\_\_\_ (Groom's Full Names & Surname)  
(Hereinafter referred to as the Client)

(Hereinafter referred to as Photograph or Photographer)

Bride's ID no: \_\_\_\_\_

Groom's ID no: \_\_\_\_\_

Bride's Occupation: \_\_\_\_\_

Groom's Occupation: \_\_\_\_\_

Bride's Work Phone: \_\_\_\_\_

Groom's Work Phone: \_\_\_\_\_

Bride's Mobile Phone: \_\_\_\_\_

Groom's Mobile Phone: \_\_\_\_\_

Bride's e-mail: \_\_\_\_\_

Groom's e-mail: \_\_\_\_\_

Bride & Grooms Address after Wedding: \_\_\_\_\_

\_\_\_\_\_

Wedding Date: \_\_\_\_\_

Charlene Garber Photography start and end time: \_\_\_\_\_

Ceremony Start Time: \_\_\_\_\_ Reception Start and End Time: \_\_\_\_\_

Ceremony Location: \_\_\_\_\_

Reception Location: \_\_\_\_\_

Charlene Garber Photography Package Plan: \_\_\_\_\_

**(Completed by Charlene Garber Photography):**

Coverage Plan & Cost: \_\_\_\_\_

Travel & Lodging Costs \_\_\_\_\_

TOTAL R \_\_\_\_\_

1. Any change of the venue, date and/or time shall be recorded in writing and signed by the parties hereto. Any lighting requirements will also be addressed with the client after the location scout.

**MANDATE**

2. Charlene Garber Photography undertakes to provide the services of \_\_\_\_\_ for the period of its mandate.

**FEES**

3. The agreed fee for the service will be \_\_\_\_\_. Package includes traveling cost in and around Germiston within radius of 60km. Travel beyond the 60km radius will be charged additionally, at R2.50 per km as well as any necessary and reasonable toll fees. Charlene Garber Photography has discretion in the travel route used in relation to the package.

**SPECIFIED TIME AND EXTENSION THEREOF**

4. The time which Charlene Garber Photography shall spend at the function fulfilling his/her mandate shall be \_\_\_\_\_. Any extension of this time shall be charged at the rate of R 600.00 per hour, and shall be subject to the availability of Charlene Garber Photography. An invoice for such extended time, signed by Charlene Garber Photography, shall be sufficient proof that this extended time was in fact spent at the said function and that the amount reflected on such invoice is due and payable.

**DEPOSIT AND PAYMENT**

5. A deposit of 50 % is payable by the client to Charlene Garber Photography and no date will be reserved until the deposit has been received. This deposit is non-refundable. Charlene Garber Photography will advise the client when the package is complete. Upon doing so the client is requested to pay the balance of the money which is 50 % plus any other monies owing such as overtime or additional travel.

**EXCLUSIVITY**

6. It is an express term of this agreement that Charlene Garber Photography shall be the sole company contracted to take wedding photographs at the function to which this agreement applies. Any breach of this provision shall be a material breach of this agreement and Charlene Garber Photography shall be entitled to summarily cancel this agreement and claim the full amount of the fees as set out above. Should you be making use of any additional contractors then please inform Charlene Garber Photography so that a working plan can be laid out with them if necessary.

**CLIENT RESPONSIBILITIES**

7. The Client shall be responsible for obtaining and having available any permits that may be necessary in order for Charlene Garber Photography to fulfil its mandate. The Client shall advise Charlene Garber Photography of any special person/s, groups, and / or events which he/she desires to have captured, by recording such requirements in writing on this contract. In the absence of such specific request's Charlene Garber Photography shall take photographs at his/her professional discretion. Charlene Garber Photography will, however endeavour to oblige in the event of any impromptu requests. The Client shall ensure that sufficient time is allocated to allow Charlene Garber Photography to perform his/her functions in a professional manner. Further, the Client shall be responsible for the co-operation of individuals to be included in any photographs. Charlene Garber Photography shall not be responsible for photograph time having to be cut short due to proceedings running behind schedule, resulting in not all the desired photographs being able to be taken. It is agreed that at least 1 (one) hour shall be allocated to taking photographs of the bride and groom, and their families, unless an alternative is suggested below:

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**DISCLAIMER**

8. Whilst Charlene Garber Photography warrants that only products of high quality producing high-resolution images shall be used, Charlene Garber Photography shall not be liable for diminished quality of the images as a result of enlargement, or image manipulation, or as a result of efflux ion of time, dye-fading, or unsatisfactory storage conditions.

**MEALS & INCLEMENT WEATHER**

9. Meals and seating must be provided for Charlene Garber Photography in the event of the mandate lasting longer than 5 (five) hours. The Client must please ensure that a table and chairs are made available for this purpose. Unless alternative arrangements are discussed with Charlene Garber Photography and noted below:

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10. Charlene Garber Photography reserves the right to refuse to take photographs outside in the event of inclement weather. In such event it shall be the responsibility of the Client to arrange an alternative location on the day for photographs to be obtained.

**HARASSMENT OF PHOTOGRAPHER**

11. In the event of any harassment or disrespectful behavior being directed at Charlene Garber Photography, it shall be up to the Client to take the necessary steps to put a stop to this. Should the situation become unbearable or unsafe for Charlene Garber Photography to carry out his/her mandate, he/she shall be entitled to leave the function summarily without penalty to Charlene Garber Photography. In such event the full fee shall be payable by the Client.

**PROOFS AND FINISHED PRODUCT**

12. Photographs shall be ready approximately 4 weeks from the wedding date. Photographs taken on the day of the wedding shall be recorded on HD quality CD / DVD. The client shall collect the finished product from the Charlene Garber Photography offices upon completion or Charlene Garber Photography shall mail or courier images to the Client on the Client's instructions and at the expense of the Client, but it is expressly recorded that Charlene Garber Photography accepts no responsibility and cannot be held liable for loss or damage to such photographs. It is expressly recorded that in the event of loss or damages to images mailed or couriered to the Client, the Client's recourse shall be directed against the carrier concerned.

**LOSS / DAMAGE TO EQUIPMENT**

13. While Charlene Garber Photography will take every possible precaution to avoid accidental damage to our equipment by guests, facility staff or any other person, should any damage or loss be caused to Charlene Garber Photography equipment, whether intentionally or negligently, by anyone or anything other than Charlene Garber Photography, the Client shall be liable for payment to replace such equipment at current new market prices. Please take note that our equipment is all high level equipment.

**OWNERSHIP / COPYRIGHT**

14. Charlene Garber Photography shall own all original files, images and negatives unless ownership is expressly passed in writing. Further, Charlene Garber Photography shall retain the rights to reproduction of any images produced in connection with this agreement. Unauthorized copying or reproduction in any form is expressly prohibited and is Charlene Garber Photography's right in this regard and is protected by law. Any sale, reproduction, publication or exhibition of any image produced in connection with this contract is expressly prohibited unless consented to in writing. Notwithstanding the foregoing, Charlene Garber Photography shall have the right to reproduce, publish or exhibit footage emanating from the function to which this agreement relates as samples of work to be used in the form of in-studio displays, advertising and/or website displays and instructional or educational examples, consistent with the highest standards of taste and judgment. It is agreed that Charlene Garber Photography or his agent, successors or assigns shall have the right to copyright, publish or use any images taken of the bridal couple, either individually or together and using actual or fictitious names.

**DISPUTE RESOLUTION**

15. Any dispute arising out of this agreement or any performance in terms thereof shall be by way of civil proceedings through the Magistrates' Court and in this regard the parties hereby consent to the jurisdiction of the relevant Magistrates' Court. Notwithstanding the foregoing the parties may, by mutual agreement and in the interests of expeditiousness and expedience, agree to appoint a Practising Attorney or other person with suitable legal training and experience to act as Arbitrator in respect of any dispute. Arbitration proceedings may be conducted on an informal basis, but the ruling of the appointed Arbitrator shall be final and binding on both parties, and both parties agree that such ruling shall have the force and effect of a civil judgment, and consent to such ruling being made an Order of Court. Should the parties agree to arbitration, the referring party shall obtain an estimate of the cost of such arbitration proceedings, and each party shall lodge one-half of such estimated cost with the appointed Arbitrator within 7 (seven) days of being called upon to do so. Failure to lodge these funds shall constitute an acknowledgement of liability and it is agreed that on this basis the Arbitrator may proceed to find in favour of the compliant party without further ado.

16. The parties choose as their domicile citandi et executandi the following physical addresses:

**Charlene Garber Photography  
11 Merdyk Road  
Hazelpark  
Germiston  
1401**

The Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This agreement and quote constitutes the entire agreement between Charlene Garber Photography and the Client, and no party relies, or shall rely, on any representation or other term or condition not contained in this document.

18. This agreement may not be varied in any way unless such variation is reduced to writing and signed by both parties. This non-variation provision applies to this non-variation clause with as much force and effect as to the other clauses of this agreement.

19. No indulgence or latitude afforded by the Photographer shall constitute a waiver, novation or variation of any sort.

20. The signatories hereto on behalf of the Client irrevocably bind themselves jointly and severally in solidum for any amounts owing to Charlene Garber Photography in terms of this agreement.

21. The signatories accept the terms and conditions of this contract and agree to be bound thereby.

Signed at \_\_\_\_\_ (place) on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month)  
20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME AND SURNAME (GROOM)

\_\_\_\_\_  
FULL NAME AND SURNAME (BRIDE)

\_\_\_\_\_  
CHARLENE GARBER PHOTOGRAPHY