PIE IN THE SKY

PHOTOGRAPHY SERVICE AGREEMENT [Without prejudice]

Please complete and mail to info@pieinthesky.co.za or fax to 086 516 7979 with as much information as possible. This form will give us a detailed breakdown of your event day and needs.

Customer ID / Business name & Registration:

Event Date:

When to Start and Finish [Time]:

Venue:

Venue Phone Number:

Venue Email:

Venue Address:

Person responsible for payment:

ID Number:

Cell Number:

Phone Number:

E-mail:

Terms and Conditions:

Please make sure that you read and understand everything before signing.

1. DEFINITIONS

For the purpose of this agreement, “the photographer(s)” shall refer to Pie in the Sky or, any photographer(s)/ second photographer(s) and/or assistant(s) appointed by Pie in the Sky. "Photograph(s)" means all photographic material furnished by the photographer, whether transparencies, negatives, prints or any other type of physical or electronic material. This agreement is deemed as accepted when payment of the deposit fee is made. The due performance of the agreement is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by the Pie in the Sky in writing.

2. FEES AND PAYMENT

A 50% booking fee is required in advance upon booking Pie in the Sky’s services. The booking will only be secured when the full booking fee has been received. The booking fee is non-refundable in case of cancellation or date change by client, to secure the photographer’s services for the day, and is to be paid immediately to book the date. The amount still outstanding must be paid before or on the date of the event. Upgrade of packages and extras are payable at time of ordering.

Should the client wish to have the shoot to be done on a location which requires a permit or additional fees for using the location, it will be the responsibility of the client. The packages offered by Pie in the Sky does not provide for such expenses.

3. CANCELLATION

If alterations are made to the booking by the client(s) once details have been confirmed, it is the client’s responsibility to inform Pie in the Sky immediately. If the photographer(s) should be unable to accommodate alternative arrangements (such as the change venue/date/time) the photographer(s) are not liable to compensate the client(s) in any way whatsoever.

In the highly unlikely event of cancellation by Pie in the Sky, or unavoidable total photographic failure, the photographers’ liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the photographer(s) will not be responsible for any further costs. Pie in the Sky will endeavour to appoint other photographer(s) in the unlikely event that they are unable to attend a booking.

4. SECOND PHOTOGRAPHER(S) & ASSISTANT(S)

It is understood and agreed that no other photographer will be allowed to photograph or take pictures at the event. Snapshot cameras of guests are welcome – they must however not interrupt during the shoot while Pie in the Sky is working. It is the couple’s responsibility to inform all guests that Pie in the Sky will get first preference to take photos. Pie in the Sky cannot take any responsibility if a moment was ruined due to a guest obscuring the view and preventing Pie in the Sky from capturing a specific shot.

5. RIGHTS TO IMAGES

The images are intellectual property of the Pie in the Sky. By accepting this agreement with payment of the booking fee, the client hereby allow the Pie in the Sky to display any images covered by this agreement and to generally promote the business by means of advertising, publicity material, websites, exhibitions, and other such media, providing that the images are used lawfully and without damage to the client. The client also releases the Pie in the Sky from any claims of remuneration, associated with the use of the photographs.

The client will use the images solely for his/her personal use and any purpose usually associated with non-commercial engagement.

6. PHOTOGRAPHER DISCRETION

By signing this agreement, the client agrees that Pie in the Sky was chosen as the photographer for the specific style, and accepts and acknowledges that Pie in the Sky and any other photographer(s) and/or assistant(s) working under Pie in the Sky has their own unique style, and that the discretion and judgement of Pie in the Sky is accepted regarding poses, lighting, shooting, editing and printing.

7. PRODUCT DELIVERY, SELECTION, EDITING & EDITING TIME

Before printing any photographic material, a contact sheet (.pdf) with small previews of the photograph(s) will be emailed to the client from which the client can choose the photos to be printed. Pie in the Sky will disregard any requests from the client to make these previews bigger or send them otherwise. The chosen image numbers should be provided to Pie in the Sky within 5 days of receiving the contact sheet. Should the client fail to do so, Pie in the Sky will use own discretion regarding what images to print.

Fourteen working days are required to complete printing. The time required to finish all editing, layouts and printing does not include delivery time and the time it will take to reach the client. The final goods will be sent as a normal courier. No personal deliveries will be made, the client may however arrange to collect the final goods from Pie in the Sky.

Twelve weeks after the wedding day must be given for all photograph(s) to be edited and photographic material and album layouts to be designed and printed. The client shall refrain from contacting Pie in the Sky to inquire whether and when the photograph(s) will be done; all such requests on progress will be disregarded. Pie in the Sky will contact the client as soon as the photograph(s) and final goods are ready for collection.

No other person except the photographer is allowed to re-edit the photographs, if the client wishes to have his/her photographs edited in any other way, the photographer should be the one to do so, however, extra costs will be involved for editing time. Only if written permission is acquired from the photographer, another person may edit/enhance the photographs. This is solely to protect the name and reputation of the photographer

8. HOURS & MEALS

Pie in the Sky requires the client to provide a meal and seating for the photographer(s) and assistant(s) where their total number of hours of photographing is 5 hours or more. Should the wedding/event/shoot not go according to schedule, any extra hours incurred will be billed additionally at R1500 per hour. No discount will be given for already booked hours in the event that the wedding finishes earlier than planned.

9. TRAVELLING

Traveling cost will be charged at R4.00 per kilometre travelled on the day in relation to the event. Discount will be given after 200 kilometres should the client arrange so with Pie in the Sky. Any additional traveling required on the day which was not included on the estimate or made known to Pie in the Sky beforehand, will be subject to payment by the client.

10. ACCOMODATION

Should the traveling time extend 2 hours from the wedding reception, and the reception ends anything from 22:00, the client will be required to provide separate and private accommodation to Pie in the Sky as well as the second shooter(s) and/or assistant(s). Should the traveling time extent 4 hours from the wedding reception, accommodation must be provided to Pie in the Sky second shooter and/or assistant regardless of the time the reception ends.

In the event that Pie in the Sky as well as the second shooter and/or assistant had to fly to the location of the wedding, 2 nights of accommodation must be provided to Pie in the Sky as well as the second shooter and/or assistant (evening before the wedding and evening after the wedding).

Accommodation must be clean, neat and private, and must be discussed with Pie in the Sky before all arrangements are made.

11. PHOTO SHOOT TIME ALLOCATION

Should there not be enough time allocated by the wedding couple for each shoot, Pie in the Sky cannot be held responsible if there are not an adequate amount of photos taken. A detailed program should be provided to Pie in the Sky two weeks prior to the event in order to give enough time to discuss and amend certain detail / times should it be necessary.

The bridal couple must take Pie in the Sky into account when deciding what time of day to do certain shoots, especially the couple shoot as the sun will play a big role in the outcome of the final images. Any details concerning shoot times must be discussed with Pie in the Sky before arrangements and schedules are finalised. The best time to start taking couple photos is an hour and a half before sunset and it is advised that that the day be organised around this time.

12. WEATHER / CLIMATE CIRCUMSTANCES

In the event of unfavourable weather / climate circumstance, Pie in the Sky cannot be held responsible for producing fewer images than estimated, or for images that may be impossible or unpractical to shoot in the weather / climate circumstances. No refund or discount will be given in such events. A reshoot may be arranged, however, additional cost may be involved.

13. IMAGE REPRODUCTION

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographer(s) will endeavour to achieve a pleasing overall colour balance based on natural flesh tones. It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions.

It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

The photograph(s) will be given to the client in JPEG file format. In the event that the products may not function on certain operating systems or DVD players, Pie in the Sky cannot be held liable. Pie in the Sky uses only quality branded USB's, ensuring each is checked before dispatch, but it remains the responsibility of the clients to check discs for in-transit damage. The photographer(s) cannot be held responsible for damage to equipment resulting from defective media. All print and presentation sizes quoted are approximate and subject to the discretion of the photographers.

14. PERSONAL INJURY OR DAMAGE TO PRIVATE PROPERT / BELONGINGS

Pie in the Sky does not take any responsibility for any injuries that may arise throughout the day or part of the photo shoots, or for any personal belonging that may be damaged during a shoot. Pie in the Sky will however ensure that all photographic-/lighting- and photo booth equipment is placed and handled up to safety standards, but take no liability, should this equipment cause any injuries to the clients, guests, staff or anybody present at the wedding. All poses will be done out of free will and will not be forced onto the wedding couple. Pie in the Sky takes no responsibility for any permanent damage that may be done to the wedding dress and/or other clothing during the shoot

SIGNATURES

I state that I have read the above 5-page-agreement, prior to its execution, and that I am fully familiar with the contents thereof.

Client Name(s) and Surname(s):

Client Signature(s):

Date:

BANKING DETAILS

Mail this form along with payment information made payable to:

Acc Name: Pie in the Sky Multimedia

Bank: NEDBANK Tygervalley

Acc No: 1079826556

Branch Code: 103910

Cheque Account

(Ref: Invoice Number)

By email or fax Proof of Payment and contract to (prefer PDF's format): Email: info@pieinthesky.co.za