**Wedding Photography Terms & Conditions- Lloyd Lottering Photography**

**1. Booking Details**

It is agreed that the terms set out on the booking form is the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

**2. Special Requests/Coverage**

The client understands and accepts that the photographic coverage will be as the photographer’s professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client’s wishes. Any special requests not notified on the booking form must be made by the client to Lloyd Lottering in writing.

**3. Albums**

Album prices are a general guide only and subject to manufacturing and material cost variations which Lloyd Lottering have no control over. Where an album is included in the agreed package price, the photographer’s reserves the right to change this album subject to market availability, to another album of equal value.

**4. Images**

Lloyd Lottering will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record photographically the exact colour as seen by the human eye.

**5. Retouching**

Lloyd Lottering will (as a minimum) perform a standard amount of retouching to take the photographs to a quality which he considers to be appropriate.

**6. Copyright and Digital Files**

Supplied digital files remain the copyright property of the photographer. Lloyd Lottering allows the client to store/share/copy/print all images for personal/friends/family use only, subject to no commercial or financial gain.

**7. License**

Lloyd Lottering shall be granted complete artistic License including in relation to the poses photographed and the locations used. The photographer(s)’ judgement regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

**8. Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

**9. Number of Images**

Although Lloyd Lottering will do their best to produce more images than discussed with the client, there is no guarantee that any particular number of images will be produced. All images captured are primarily for creating a wedding album. All images presented to the client are FINAL SELECTION, any other images will not have passed the quality standard of Lloyd Lottering and therefore will not be processed or released to the client

**10. Images**

Images will be supplied via digital means as download files or on CD/DVD/USB. It should be noted that you are strongly advised to immediately copy/backup your wedding photographs from this download to a suitable computer/storage device. Digital media has a limited lifespan therefor any storage device cannot be guaranteed indefinitely. Also, please note that Lloyd Lottering are under no obligation to keep copies of your images once released.

**11. Display**

The client hereby allows the Lloyd Lottering to display any images included in this contract in their studios, portfolios, literature, wedding exhibitions and direct/indirect advertising. No use of the images will be made by Lloyd Lottering for other commercial reason except with the written permission of the client.

**12. Cancellation**

The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies paid.

**13. Limitation of Liability**

In the unlikely event that Lloyd Lottering is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Lloyd Lottering, then we will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the contracted event.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Lloyd Lottering control, including but not limited to camera, hard drive, or equipment malfunction, Lloyd Lottering’s liability is limited to the return of all payments received for the contracted event. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.  Lloyd Lottering is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year. Neither party shall be liable for indirect or consequential loss.

**14. Complaints**

Any complaints should be raised by the client with Pixies in the Cellar, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.

**15 Social Sharing**

Lloyd Lottering produces images to customer on the photographers quality level; if a customer shares images with any additional filters that was not supplied by the photographer the customer may under no circumstances tag or involve or mention the photographers name to that image posted. All watermarks on image provided must also be removed or cropped out. Customer should also metion that filter or further editing was done by the customer on sharing.

**16 Payments**

A non refundable 20% booking fee is required to secure any date of event. All other remaining cost should be paid in full no later than a week before the wedding or event. No date shall be secured unless booking a paid.

I ……………………………………………………… hereby agree to the above T&C’s sign

………………………………………….. on this day ………………………………………………….

Wedding date / event date ………………………………………………………….

Thank you for choosing Lloyd Lottering Photography services.

*This agreement is subject to South African law. Any dispute between the parties shall be referred to mediation in Cape Town; failing which the parties agree to the jurisdiction of the Cape Town Magistrates Court.*