

This agreement contains the entire understanding between Nikki Blades Photography ("Photographer") and the undersigned ("Client"). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, and signed by all parties. If the parties want to waive one provision of this agreement, that does not mean that the other provision/s are also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

1. BOOKING FEE & SERVICE AGREEMENT

A signed contract and booking fee are required to reserve the date of the specified coverage. A date will not be reserved for the "Client" if the "Photographer" has not received both the Booking Fee and the signed Service Agreement. The booking fee paid by the "Client" is NON-REFUNDABLE if the wedding is cancelled for any reason. If a wedding is re-scheduled for another date, the "Photographer" cannot guarantee coverage. If coverage is available for the re-scheduled date, the "Client" agrees to pay the difference to the "Photographer" for any increases in the specific package costs. For further information on Booking Fees and Cancellation of Services, please see Clause 14 of this Service Agreement.

2. PRE-EVENT CONSULTATION

The parties agree to a pre-event consultation by phone, email or in person before the event date in order to finalise the actual shooting times, locations, and "Client" request list (in writing) for specific photographs.

3. WEDDING PHOTOGRAPHY PACKAGES & PRODUCTS

During the initial client consultation with Nikki Blades Photography, the information that the "client" provides in the consultation with regards to wedding locations, times and photographic requirements etc, will be noted and created into a Time Line for the day and will be included in, and the basis of, the "client's" quotation. Once a deposit has been received by the "Client" to secure the booking, the "Client" hereby agrees to quotation and confirms the time line provided. Between receipt of the booking deposit and the wedding day, the "client" may at any time upgrade their package if they require additional photographic coverage or products, however the "client" will not be able to downgrade their package from that originally booked and agreed to. If the "client" is purchasing an album and would like to upgrade the purchased album to a larger size, this request must be submitted in writing to the photographer within 14 days from the wedding day. An Invoice will be provided and will require immediate payment. If the "client" decides to upgrade their album size once the layout proof has been submitted to the "client", additional fees will be incurred for the album upgrade as well as an additional fee to cover additional time incurred with re-design of the layout. An invoice will be forwarded to the "client" for these additional fees and the album order will not be processed until all outstanding moneys have been paid in full.

4. CO-OPERATION

The parties agree to cheerful co-operation and communication for the best possible result within the definition of this assignment. The "Photographer" recommends that the "Client" designate an "Event Guide" on the day to point out important individuals for informal or candid photographs for the "Photographer" during the wedding that they wish to have photographed. The "Photographer" will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. The "Photographer" is not responsible if key individuals fail to appear or co-operate during photography sessions or for missed images due to details not revealed to the "Photographer".

5. SHOOTING TIME/ADDITIONS

The photography schedule and selected methodology are designed to accomplish the goals and wishes of the "Client" in a manner enjoyed by all parties. Both the "Client" and the "Photographer" agree that cheerful co-operation and punctuality are therefore essential to that purpose and that shooting commences at the scheduled start time. If the Bride's or Groom's late arrival occurs, or if the day's proceedings run outside of the originally scheduled time line, the "Photographer" shall not be held liable for failure to take desired photographs nor will the "Photographer" be required to perform additional coverage outside of the arranged coverage without being re-imbursed for the additional coverage.

6. VENUE RULES

The "Photographer" is limited by the guidelines set out by the ceremony official or reception site management. The "Client" agrees to accept the technical results of their imposition on the "Photographer". Negotiation with the officials for moderation of the guidelines is the "Clients" responsibility; the "Photographer" will offer technical recommendations only.

7. EXPENSES

The "Client" is responsible for all travel expenses where the venue for the wedding or additional photographic sessions is more than 60 minutes drive from the Brisbane CBD. Where a reception is also covered by the "Client", the "Client" is responsible for the costs of accommodation (if required), meals, etc. if the venue is more than 60 minutes drive from the Brisbane CBD. These costs will be outlined for the "Client" in your Quotation/Invoice.

8. PRODUCT LAYOUT & DESIGN

In the event where the "Client" receives an Album in a Wedding Photography Packages, a layout proof will be made available for the "Client" to view on a link to a private page on the Nikki Blades Photography website. The "Client" may make a limit of up to 3 design changes to the layout and design of the album. If an excess of 3 design changes are requested by the "Client" an additional design fee will be charged at the Photographer's discretion. If you are purchasing an album and would like to upgrade your purchased album to a larger size, this request must be submitted in writing to the photographer within 14 days from the wedding day. An Invoice will be provided for you and will require immediate payment. If you decide to upgrade your album size once the layout proof has been submitted to you, additional fees will be incurred for the album upgrade as well as an additional fee to cover additional time incurred with re-design of the layout. An invoice will be forwarded to the "client" for these additional fees and the album order will not be processed until all outstanding moneys have been paid in full.

9. COPYRIGHTS

Until final payment for services rendered is made, the photographs produced by the "Photographer" are protected by Federal Copyright Laws (all rights reserved) and may not be reproduced in any manner without the "Photographer's" permission. Upon final payment by the "Client", limited copyright ownership of the resulting images will be transferred to the "Client" under the following conditions:

- The negatives, DVDs, or digital images are the property of the "Client" for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
- The "Client" must obtain written permission from and compensate the "Photographer" prior to the "Client" or its friends and relatives publishing or selling the photographs or any portion of the photograph for profit.

10. EXHIBITION

By signing this agreement, the "Client" gives the "Photographer" permission to display the images resulting from this assignment as an example of the "Photographer's" work and for entrance into photographic competitions or for marketing purposes and release all claims to profits that may arise from uses of images.

11. MODEL RELEASE

The "Client" hereby grants to the "Photographer" and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the "Client" or in which the "Client" may be included, for editorial, trade, advertising and any other purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. The "Client" hereby releases the "Photographer" and its legal representatives and assigns from all claims and liability relating to the said photographs.

12. DAMAGE OF PHOTOGRAPHIC EQUIPMENT/PROPS/CEREMONY STYLING HIRE ITEMS

The "Client" hereby accepts liability and agrees to reimburse the "Photographer" should any photographic equipment, props or ceremony styling hire items be damaged or destroyed by the "Client", their Guests or their Bridal Party during the assignment. Should damage occur, the "Client" will be provided with an invoice to replace or repair the damaged or destroyed item/s, and agrees to pay this invoice within 7 days of receiving the invoice.

13. LIMIT OF LIABILITY

In the unlikely event that the "Photographer" is injured or becomes too ill to photograph the event, the "Photographer" will make every effort to secure a replacement photographer for the event.

If this situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. The "Client" agrees that a re-shoot is not possible to re-enact the wedding for the purposes of a re-shoot.

The "Photographer" takes the utmost care with respect to exposure, transportation, and processing of the photographs taken. However, in the unlikely event that images on disk/media have been lost, stolen, or destroyed for reasons within or beyond the "Photographer's" control, the "Photographer's" liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of original images shall be a prorated amount of the exposures lost based on the percentage of total numbers of originals. The return of monies paid under these circumstances may be made as instalments when the "Photographer" is unable to repay the entire amount as a lump sum.

In the event that the weather conditions are unsuitable on the day of the event, the "Client" shall be responsible for organising a suitable alternate venue or location for post ceremony photos prior to the day of the event, and discuss these options with the "Photographer" prior to the day. The "Photographer" will offer technical recommendations only. The "Photographer" cannot be held liable for portraits missed due to unsuitable weather conditions.

14. CANCELLATION OF SERVICE

In the event that the "Client" cancels the services of the "Photographer" for any reason, the "Client" must notify the "Photographer" as soon as possible in writing of the cancellation. The booking fee that the "Photographer" received initially is NON-REFUNDABLE and therefore will not be refunded to the "Client" regardless of the reason/s for cancellation of the service or if the booking is re-filled by the "Photographer" for another "Client". The booking fee will not be transferable to any other persons or for any other services advertised by the "Photographer" such as portraits, albums etc. It shall be held by the "Photographer" as liquidated damages due to the cancellation of the service, and for the loss of potential income earned for that booking. The "Client" shall also be responsible for payment of any material charges or subcontractor charges incurred up to the time of cancellation. In the event that the "Client" has made full payment for the service at the time of cancellation, the "Photographer" will make arrangements to re-pay the "Client" for the 50% balance of the package, still retaining the 50% booking fee. The "Photographer" will advise the "Client" of a repayment schedule for the amount owing and is not required to make a lump sum re-payment to the "Client".



wedding photography service agreement

15. PAYMENT SCHEDULE

A reservation fee of 50% of the Package Price is to be paid at the time this contract is signed, and prior to the event & the balance is to be paid in full 7 days prior to the event. Payments can be made by:

- Cash – In person only
- Cheque (Where a personal cheque is offered as payment, that payment must be made 3 business days prior to the day of the event to allow for appropriate clearance)
- Direct Deposit (Please contact the photographer for bank account details).
- Credit Card – Visa & Mastercard only
- EFTPOS – In person only

If payment has not been made in full by the "Client" to the "Photographer" 7 days prior to the event, the "Photographer" reserves the right not to attend the event or send a replacement "Photographer" and will hold the 50% booking fee as as liquidated damages due to the breach of contract by the "Client".

16. COMPLETION SCHEDULE

Image processing and CD creation takes approximately 6 to 8 weeks from the time of the event. Every effort will be made to ensure that the finished product is available prior to the time limit, however, where circumstances beyond the "Photographer's" control or during peak season prevent early availability or cause a delay past 6 to 8 weeks the "Photographer" will not be held accountable nor will the "Photographer" have to make retribution to the "Client".

17. REQUEST FOR IMAGES PRIOR TO PACKAGE COMPLETION

Directly after the wedding day, all "Client" images will be backed up and archived onto an external server. These files will remain on the external server and will not be directly accessible until the images are transferred over to the working server at the commencement of the scheduled editing process. During this time, if the "client" makes a request to receive an image or images prior to the above agreed completion date, and additional fee of \$55 will be charged to the "client" for each such request to retrieve and edit said files. An invoice will be forwarded to the "client" for these additional fees the request will not be processed until all outstanding moneys have been paid in full.

18. POSTAGE OF ALBUMS

Albums included in the Wedding Photography Packages are posted out to the Client by Australia Post Express Postage service and include insurance coverage. Whilst every care is taken to ensure that your album is packed securely, should you receive an album that has been damaged, you must contact this office and return the album to Nikki Blades Photography within 7 days of receiving the album. Only on receipt of the damaged album will a new album be re-ordered and re-sent to you. Nikki Blades Photography will not be liable for any costs incurred in returning the album to our office. Please ensure that you notify Nikki Blades Photography of any changes to your postal address as we will not be held responsible or liable in retrieving Albums that have been sent to a non-current address.

19. CONFIRMATION OF SERVICE AGREEMENT

I/We have read and understand all of the terms and conditions of this service agreement and hereby agree to abide by these terms and conditions.

"CLIENT" TO SIGN

PLEASE PRINT FULL NAME ("Client")

PLEASE PRINT FULL NAME ("Client")

SIGNATURE

SIGNATURE

____ / ____ / ____
DATE

"PHOTOGRAPHER" TO SIGN

NIKKI BLADES – BLADES PHOTOGRAPHY ("Photographer")

____ / ____ / ____
DATE