



## **TERMS & CONDITIONS**

1. A 50% non-refundable deposit is required to confirm your booking with UmoYA Photography. The Client shall pay the balance due on or before the event date. Should the Client wish to pay via electronic payment or by cheque, the amount should be verified before the event date. Cheques must be deposited no less than 10 days in advance for clearance purposes.
2. UmoYA Photography will be the exclusive Photographer for the Client for the purpose of photographing the event. Family and friends of the Client will be permitted to take photographs as long as they do not interfere with the Photographer's duties and do not photograph poses as arranged by the Photographer.
3. The Client will forfeit the deposit made to the Photographer in the event of cancelling the booking.
4. All photographic materials shall be the exclusive property of UmoYA Photography. UmoYA Photography will own the copyright on all images created and will have the right to make reproductions. The Photographer and/or UmoYA Photography will only make reproductions for the Client and for the Photographer's portfolio, samples, self-promotions, entry into photographic competitions or art exhibitions as well as for publication on the Photographer's website. If the Photographer wishes to use the Client's photos for any other purposes than stated earlier, they shall not do so without obtaining the written consent of the Client.
5. There are specific hours set out in the various photographic packages. The Client may ask for more hours to be included in the package applicable and the Client will be charged an additional R200.00 per hour or part thereof.
6. Travelling for a radius of 50km from Photographer's house is free, where after the applicable rates will apply as stated elsewhere.
7. If UmoYA Photography cannot perform their duties due to any casualty, illness or other causes beyond the control of the parties, UmoYA Photography will return the Client's deposit/fees paid and will have no further liability in terms of the agreement. This limitation will also apply in the event that photographic materials are damaged i.e. processing, loss through camera malfunction, etc. In the event that UmoYA Photography fails to perform for any reason, UmoYA Photography cannot be held liable for any amount in excess of the retail value of the Client's order.
8. The Client is aware that colour dyes in photographs may fade or discolour over time due to the inherent qualities of dyes, and the Client releases UmoYA Photography from any liability for any claims whatsoever based upon fading or discolouration due to such inherent qualities.
9. Prices may increase without further notice and future orders will be charged at the rate in effect at the time an order is placed.
10. Pre-event shoots: This is a casual shoot during which the Photographer takes a few photos. This gives the Photographer and the Client the opportunity to get to know each other as well as to discuss and/or exchange any ideas/requirements for the actual event. You may use these images/photos for eg. invitations, table decorations, thank you gifts etc.