

Mel Waite Photography Standard Terms and Conditions –

Wedding Photography

1. Photographer's Responsibilities. Mel Waite Photography ("Photographer") hereby agrees to perform photographic services for Client at the Event specified above in a professional manner according to the prevailing standards in the industry ("Services"). Photographer may employ one or more assistants. Photographer is not responsible for the impact on the final product of any interference caused by guests or other vendors at the Event. Photographer will make every effort to obtain, but cannot guarantee delivery of, any specific images requested by client because of Photographer's lack of control over the Event, its participants, weather, and any rules or restrictions of the venue or official conducting the Event.

If Photographer or their assistants are exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Photographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, Photographer shall not be obligated to refund any of the fees paid by Client because of such action.

Any agreed upon hours of coverage are to be consecutive and any scheduled breaks in the Event or unexpected delays on the day of the Event will be counted towards those hours.

2. Exclusivity: The client acknowledges that the Photographer and any assistants are the only professional photographer(s) to capture the Event.

3. Deposit/Payment. A non-refundable deposit (that shall be applied toward the total fee for the Services and will be set out in the Payment Schedule) is due upon execution of this agreement, at which time Photographer commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events, see Section 11). Remaining payments of the balance due for the Services shall be made as set out in the Payment Schedule. In the event that Client fails to remit payment as specified, Photographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned retainer), to attend the Event or to supply images.

4. Copyright. The copyright in all Photographic Works, in whatever form, resulting from the Booking remains the property of Photographer. The Photographer does not accept commissions to create Photographic Works. These terms override section 21 (3) of the Copyright Act 1994. Photographer will allow reproduction and publishing for personal use

(eg. wall hangings at home, facebook, blogs), but any sale or publication for profit without Photographer's express written permission is a violation of the photographer rights. This clause shall survive the Term.

5. Term. The term of this Agreement shall commence upon the execution of this Agreement, and shall terminate upon Photographer's delivery of the Finished Digital Images and/or Client-approved album layout ("Album") to the Client, unless terminated earlier as provided herein.

6. Event Changes. Photographer must be notified immediately of any changes in schedule or location, at least 14 Days in advance of the scheduled Event date. If Client notifies Photographer by phone, a written (i.e. email) confirmation must be sent within 2 days of such notification. If the date of the Event changes, then Photographer shall be entitled to the retainer amount as liquidated damages for having to reschedule the event. The retainer amount will need to be repaid upon booking the new date, subject to Photographer's availability and discretion.

7. Cancellation. Upon acceptance of these terms and payment of the retainer, Photographer shall commit to attending the Event on the specified date, and shall make no other reservations for that date. If Client cancels the Event entirely, then Photographer shall not be required to repay any of the payments made by Client.

Only the named Client on the agreement may activate the cancellation of the contract.

8. Delivery. The Finished Digital Images shall be delivered no later than 90 Days from the date of the wedding. The Album shall be delivered no later than 90 Days from the date of final Client approval.

The Client acknowledges that all image selection and editing decisions are at the sole discretion of the Photographer and agree that they will not alter the Finished Digital Images in anyway, this includes but is not limited to the addition of filters and the cropping of images beyond what is reasonable for specific purposes.

9. Price Protection. Photographer warrants all prices quoted are valid for a period of 6 Months from date quoted. Orders placed after such period are subject to Photographer's published pricing at the time of the orders' placement.

10. Model Release. Client hereby agrees that Photographer may reproduce, publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images.

11. Force Majeure. If Photographer is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, Photographer's sickness, or other acts of God beyond the parties' control, then Photographer shall return all money paid by Client (including any retainer), and this Agreement shall immediately terminate.

12. Jurisdiction. The courts serving New Zealand shall have exclusive jurisdiction over disputes arising from this Agreement, and both parties here to consent to the jurisdiction of such courts.

13. Solicitor's Fees. The prevailing party in any litigation or dispute involving this Agreement, or the Services performed there under, shall be entitled to recover reasonable solicitors fees, costs, and expenses arising from such litigation or dispute from non-prevailing party.

14. Assignment. This Agreement may not be assigned.

15. Indemnification. Client hereby acknowledges that Photographer may be limited by the guidelines or rules of the official performing the ceremony and/or the venue, and to hold Photographer harmless for the impact such restrictions may have on the final product.

16. LIMITATION OF LIABILITY. Photographer's entire liability for any claim, loss, damage, or injury arising under or relating to this agreement is limited to the fees paid by client for the services. In no event shall photographer be liable for special, incidental, consequential, or punitive damages, even if client informs photographer of circumstances that would give rise to such damages.

17. Event Meals. Client shall arrange with the caterer for meals to be provided to Photographer and any assistants (if applicable).

18. Choice of Law. This Agreement shall be governed by the laws of New Zealand, notwithstanding its conflicts of laws provisions.

19. Waiver/Miscellaneous. This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.

20. Protection of Deliverables/Retention of Files. Photographer shall take all reasonable steps to protect the images that are recorded at the Event until such time as the Finished Digital Files are delivered to Client. Once the Finished Digital Files has been delivered, Photographer shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

21. Promotion. I/we hereby give permission for Photographer to use my/our name/s and photographic likeness in all forms and media for advertising, trade, promotional and any other lawful purposes such as promotion and marketing.