DE AGUSTY PHOTOCINEMA



4. PAYMENT

- i. A non-refundable booking fee of US\$500.00 will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.
- ii. Down payment (25% or US \$300,00) must be paid one week after the order date.
- iii. Payment in full of the remaining balance will be due five weeks before the wedding day.
- iv. Additional services ordered must be paid for in full at the time of ordering.
- v. The photographer only accept payments via bank transfer or cash.
- vi. If the remaining payment has not been received, the photographer has the right not to start taking photo and / or video footage.

5. FORCE MAJEURE

- i. If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return 60% of the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the value of the Client's order.
- ii. The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding, traffic conditions, vehicle breakdown etc.

6. DIGITAL NEGATIVE FILES

- i. All digital negatives (computer files) remain the property of the photographer. All digital wedding packages include a copy of the edited digital negatives to the client(s) for their own non-commercial use.
- ii. Should the digital negative files be lost, damaged of destroyed for the reasons beyond control, the photographers liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

7. RETOUCHING

i. All images will be adjusted for skin blemishes, exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

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