

JENNA LEAH PHOTOGRAPHY

CONTRACT

JLP Ts & Cs

Jenna Leah Photography
TERMS AND CONDITIONS

The terms of and conditions detailed herein pertain to the provision of photographic services or for the sale of goods or hire of equipment and should be read fully and prior to signing of the contract and subsequent engagement of our services. A reminder that the terms and conditions may not all apply in every situation and are subject to change, depending on the job at hand. A terms and conditions will be included with every quote. This agreement shall be governed by the laws of the Republic of South Africa and no variation of the terms of this contract shall be recognised unless agreed in writing and signed by both the Photographer and the Client.

Definitions:

1. "The Photographer" is Jenna Leah Echakowitz.
2. "The Client" is any person, body or persons, firm, or company entering into the contact with the photographer.

Acceptance of Terms and Conditions:

1. All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into a contract entered into between the Photographer and all or any of her Clients.
2. The Photographer reserves the right to amend these Terms and Conditions without prior notice.

Website:

1. The content and images used on the website of the Photographer at www.jennaleah.com are the property and copyright of Jenna Leah Echakowitz and/or Jenna Leah Photography. Certain images may be utilised on other websites under the control of the Photographer and/or Jenna Leah Photography. No images or content may be copied, duplicated or otherwise taken from the website without the express consent of the Photographer and/or Jenna Leah Photography.

Payment Terms:

1. A 50% non-refundable deposit is required to confirm any booking of Jenna Leah Photography, which should be made per EFT into the bank account specified on the quote.

2. Cash and cheque deposits shall carry additional bank charges which will be added to your final invoice.
3. Bookings are on a first come first serve basis and payment of the booking fee deposit is expected at least one week prior to the booking date. The balance of the invoice must be settled no later than three working days after the booking date.
4. The Photographer reserves the right to charge interest on all accounts which are 30 days overdue at a rate of prime plus 2%.
5. A certificate signed by the Photographer as to the Client's indebtedness shall be prima facie proof of the amount outstanding, due and payable and shall be sufficient for the purposes of obtaining summary judgment and/or default judgment against the Client.
6. Should it be necessary to institute any level of proceedings against the Client to recover any outstanding monies in respect of services rendered or equipment hire, the Photographer shall be entitled to recover all legal costs incurred on an attorney and own client scale, including tracing fees and collection commission.
7. No images will be released nor license to reproduce images granted until the final balance is paid in full.

Booking:

1. The Photographer may be booked by the day (up to 8 hours), half day (4 hours) or by the hour (minimum 1 hour).
2. All day bookings are computed at 8 hours. Before 08h00am and after 18h00 or after eight consecutive working hours, time and a half will be charged. After 10 consecutive working hours double time will be charged unless otherwise agreed upon between the parties. Sundays and public holidays will be charged at time and a half.
3. Preparation time is billed by the hour with a 2 hour minimum.
4. Travel time is charged per hour from the Photographers primary place of operations.

Cancellation and Postponement Fees:

1. Cancellations: Your 50% deposit is non-refundable. Cancellation of trips, or full week bookings must be made one week prior to the booking otherwise a full fee will be charged and full reimbursement for costs already incurred will be charged.
2. Cancellations made 24 hours or more in advance will be charged at half the original amount quoted and same day cancellations will be invoiced in full together with any additional related expenses the Photographer has already incurred. (Rentals etc.)
3. The client will be charged 100% of the booking fee should the Photographer only be informed after her departure to the shoot and 50% should she be informed before departure.
4. Fees for cancellation and postponements will apply irrespective of the cause for it, be it weather conditions, acts of God, nature, war, terrorism, civil disturbance or the fault of a third party.
5. The Photographer reserves the right to cancel the shoot without notice if she deems the Client/s behaviour to be unsafe or unruly. The Photographer will be entitled to charge the full day fee as well as claim reimbursement for any property damaged.

Viewing, Copyright & Reproduction

1. Photographic material is deliverable in the specified format via electronic transfer (Dropbox, WeTransfer, etc.) or alternatively on a memory stick provided that it is within reasonable distance of the Photographer's primary place of operations. (Cross-provincial delivery will be handled by courier at the Client's expense). Low resolution proof images are provided in electronic format. Limited reproduction rights may be purchased via one of the USB or DVD options. Additionally, as copyright owners, we reserve the right to reproduce any images taken for promotional/ publicity purposes without recourse to the client.
2. The Photographer reserves the right to retain all of the Client's materials in her possession until all monies owed to the Photographer have been paid in full.

3. Both intellectual and artistic copyright remains the sole property of the Photographer forever as the South African copyright Laws state that copyrights for art does not expire.
4. The Photographer may reproduce images created during assignments for marketing, promotional, competition and editorial purposes with the permission of the Client.
5. All copies of the material are only to be carried out by the Photographer unless written permission is granted to the client and all invoices are paid in full.
6. If any images created by the Photographer are used for financial gain without her permission, the Client will then be liable to pay the Photographer for the use of the image at the current market rate.
7. The Photographer may (at her own discretion), but shall not be required to keep archives or copies of the photographic materials except for those expressly identified as being for permanent transfer to the client.

Pricing

1. Prices stipulated are as of January 2021, and may be subject to change without notice.
2. A full and final tax invoice will be given to the client in order to pay for all the services rendered/ equipment hire which becomes due and payable within 3 days after the shoot.
3. The estimated amount quoted to the client is only applicable to the services and costs described on the invoice and in the event that the hours of the shoot (as stipulated in the quote) exceed the quote, additional charges may be applied. The Photographer and Client can agree to amend the original contract either verbally or in writing to provide for additional time to complete the work if so required.

Equipment

1. Equipment hire is shoot-specific and certain equipment requested specifically by the client will be charged in addition to the quoted amount and will be placed on the final tax invoice.
2. The Photographer reserves the right to cancel the order in the event that she is unable to source the required equipment and any payment made on the quote will be refunded within 7 days.

Liability

1. The Photographer will not be held responsible for any delays in the delivery of the products/ services for reasons which are beyond her control which includes: postage/ courier/ lab delays, war/ terrorism, riots, government legislation, industrial action, adverse weather conditions, floods, fire, loss or damage in transit.
2. The Photographer will not be held accountable for the risk of the loss of photographic materials.
3. In the event that the photographer's work becomes lost, unusable or damaged due to equipment malfunction, processing or technical error prior to delivery, the photographer (at the photographer's sole election) shall be provided by the client with a reasonable opportunity to perform the photographic services to replace the lost, unusable or damaged work. The Photographer may require to be paid in full for such work.

Photographic Integrity and Alterations

1. The photographic services performed by the photographer shall be conducted by the photographer or her employees/contractors.
2. The Client or an authorised representative of the client's choosing shall be present during the performance of photographic services in order to approve the aforementioned photographic services on-site and changes thereto.
3. The client shall not participate or interfere with the performance of the photographic services, and the photographer shall exercise sole discretion when determining artistic content, composition, audience appeal, and the outcome of the work performed. The Client has no right to reject work on the basis of style or composition unless a rejection fee has been agreed to in advance.

4. Work which has not been rejected by the client, or which the client does not request the photographer to correct during the performance of photographic services (at the time of services performed), shall be deemed accepted by the client; final acceptable images shall be signed off by the client before delivery.
5. The Client will not permit any alterations, including, but not limited to, additions, subtractions, or adaptations with respect to the image(s), alone or with any other material, without the prior express consent of the Photographer. Normal reproduction adjustments for colour, contrast, brightness, sharpness and cropping are permitted.
6. Any alteration or modification of the image(s) will not constitute a work of joint authorship.

Dispute resolution

1. In the event of any irrevocable dispute in the interpretation of the terms of this contract, the Client agrees to submit the dispute to either an arbitration process or mediation process, at the Photographer's option.

Kill fees

1. If the client decides to kill the work after the brief has been met and work has been delivered by the deadline date, full payment must be made. If the photographs are not publishable, through no fault of the Photographer, the Client agrees to pay 100% of the Photographer's account.

Weddings

1. In the event of weddings:

45.1) Please note that the photographer and her assistant/s must be catered for as vendors and require food and a place to sit during the reception.

45.2) The photographer and assistant/s will only eat during periods in which the rest of the guests are eating but will otherwise be actively working throughout the reception.

45.3) The photographer and her assistant/s reserve the right to not photograph guests while they are eating, as many people feel uncomfortable being in front of the camera whilst dining.

45.4) The maximum amount of hours quoted for by the photographer in the case of weddings are 10 hours. Any further hours that the photographer is required to stay, over and above this maximum, will incur an additional charge per hour (refer to paragraph 14 hereinabove).

45.5) Printed wedding albums are available at the request of the client, but incur an additional charge for design and printing as they are handled by third-party printers. The photographer cannot be held accountable for any delays in printing by this third party.

Signatures

Signature required