



Terms & Conditions ("Agreement")

In order to reserve Pacific Smiles Photography for an event date, The Customer must accept this Photography Agreement. By accepting this Agreement, The Customer agrees to be legally obligated to all the terms herein. The Customer shall be liable under this Agreement for the conditions mentioned.

Conditions:

1. Upon accepting, Pacific Smiles Photography reserves the times and dates agreed upon and will exclusively reserve a photographer(s) for those times and dates. For this reason, all payments (including retainer and subsequent payments) are non-refundable (including an event cancellation and change of dates). If the event date is changed and Pacific Smiles Photography has availability an additional retainer (AUD\$100) will be charged to secure the new date. The remaining amount is due prior to delivery of goods. In the event that the payment is not met, the retainer shall be forfeited and Pacific Smiles Photography will be under no obligation to The Customer (unless alternative arrangement is agreed in writing). No part of any order will be made available to The Customer until all outstanding amounts are paid in full.
2. It is understood that the copyright remains the property of Pacific Smiles Photography and photographs taken on the event day and related events may be used for advertising or display. Written permission from The Customer will be sought prior to use of any images for print advertising. Subject to full payment, Pacific Smiles Photography grants The Customer the right to use the final product for non-commercial (personal) viewing only and for uploading onto social media websites. The Customer is prohibited from using the final images and products for commercial purposes, including but not limited to stock photography and competitions. Unless, written permission from Pacific Smiles Photography is sought prior to use of any images.
3. The Customer shall receive high resolution, non-watermarked images. Upon releasing the digital negatives to The Customer, Pacific Smiles Photography is released of all liability for archiving of the files.
4. International and interstate assignments will require one night of hotel accommodation per calendar day plus one night of accommodation prior to the start date (to allow for flight delays or cancellations). The Customer is responsible for arranging and paying for this accommodation.
5. Postage of digital storage media and documents is at a cost of \$25. Albums and enlargements can be couriered anywhere in Australia for AUD\$50 or internationally (price will be quoted at time of delivery).
6. The Customer assumes all responsibility for obtaining any necessary permission, clearance permits, hookup fees and admission which may be required to cover the event. Pacific Smiles Photography may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue or event venue. The Customer understands that Pacific Smiles Photography will abide by such guidelines or rules. The Customer agrees to hold Pacific Smiles Photography not liable for the impact such guidelines or rules may have on the resulting photographs.

7. In order to eliminate any confusion on the day of the event, Pacific Smiles Photography will be the only professional photographer at the event. In no event shall customer consult, contract with or engage any other professional photographer for the purposes of covering the event or any other event covered by this Agreement. To ensure the quality of photographs, guests with cameras should refrain from using flashes during the ceremony and should not attempt to take photographs during the time of formal photographs. It shall be the customer's responsibility to inform guests of the above restrictions and to enforce such restrictions.
8. Prices for albums and reprints are guaranteed from the time you sign the order agreement until the date that is four months after your event date. Following such period, then-current prices (as determined by Pacific Smiles Photography) will apply for all items ordered hereunder.
9. Although the utmost care and attention will be taken to meet The Customer's written requests, Pacific Smiles Photography can make no guarantee express or implied, that any person or shot will be included in the final photos of the event.
10. Wherever possible, The Customer agrees to provide parking close to the event sites. Pacific Smiles Photography shall not be liable for delays caused by traffic conditions or lack of parking facilities and as such provisions should be made in the schedule to allow for this.
11. In the unlikely event that a problem arises due to illness, bereavement, accident, loss of materials, equipment failure, or acts of God, Pacific Smiles Photography liability is limited to all monies paid. The utmost care and professional backup procedures are used to store The Customer's files, however this limitation of liability shall also apply in the event that professional materials are damaged in processing/digital storage, lost through camera or memory card malfunction, or otherwise lost or damaged without fault on the part of Pacific Smiles Photography. If Pacific Smiles Photography is unable to perform the services, Pacific Smiles Photography will make every reasonable effort to recommend and secure a replacement photographer(s) and or refund full amount paid.
12. If the event is to be covered, The Customer shall provide seating and a meal for Pacific Smiles employees in the same room as the guests (this is to ensure that they are able to see what is happening at all times).
13. Finished albums require six weeks to complete from the time the final design is accepted. The Customer is permitted to request any changes to the album or book design prior to it going into production. Once the design has been approved by The Customer any further changes may incur extra costs.
14. If parent books are selected as part of the package, The Customer is permitted to make basic photo replacement changes at no extra cost. Any extra design work including page re-design will be charged at AUD\$100 per hour.
15. The final deliverables (including event album, canvas, and enlargements) undergo careful quality inspection prior to delivery. Upon receiving the deliverables, The Customer has seven days to report any defects or misprints which will be rectified at no extra cost. After this period extra charges may apply.
16. Due to the rapid pace and unpredictable nature of event photography, Pacific Smiles Photography does not guarantee the delivery of any requested or expected photographs.
17. 1-day coverage includes a full coverage between 11am and 11pm. In the event that coverage is needed before 11am or past 11pm an additional charge of AUD\$200/h will be applied.

18. Pacific Smiles Photography recommends that The Customer designates an "event guide" to point out important individuals, for informal or candid photographs to the photographer during the event, whom they wish to have photographed. Pacific Smiles Photography 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. Pacific Smiles Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the photographer(s).
19. In the event of any breach of this Agreement by The Customer, Pacific Smiles Photography shall be entitled to terminate this Agreement and hold the Retainer and any other monies paid by customer hereunder. In addition to the other remedies expressly stated in this Agreement, Pacific Smiles Photography shall have all other remedies available to it at law or in equity upon the breach of this Agreement by Customer.
20. In no event shall this Agreement be modified, altered or amended without the prior written agreement of each party hereto.
21. In the event of a divorce or separation of the bride and groom prior to delivery of the final images, files or other products supplied by Pacific Smiles Photography hereunder, Pacific Smiles Photography may implead any or all such items into any court of competent jurisdiction in the State of NEW SOUTH WALES and shall thereafter be relieved of any further responsibilities, liabilities or obligations relating to such items and performance under this Agreement.
22. Pacific Smiles Photography shall not be liable for its delay in performing or failure to perform under this Agreement as a result of any circumstances, events or contingencies beyond its reasonable control, including but limited to acts of God, fires, floods, wars, civil insurrection, sabotage, equipment or machinery breakdown, accidents, labor disputes or short-ages, any governmental laws, ordinances, rules, regulations, bans, delay or inability to obtain supplies, labor, raw materials, energy, transportation, and any other similar circumstance, event or contingency.