

WEDDING PHOTOGRAPHY & VIDEOGRAPHY

SERVICE AGREEMENT

This Agreement is governed by the laws of the Republic of South Africa, including the Consumer Protection Act 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act 25 of 2002, and the common law of contract. It is entered into between the Service Provider and the Client identified below.

1. Parties

Service Provider:	Red Beard Productions, trading as Red Beard Photo & Film
Address:	39 St Georges, Durbanville
Contact:	073 600 1312 • Kobus.redbeard@gmail.com
("the Photographer/Videographer", "Supplier", or "We")	

Client 1 Full Name:	_____
ID Number:	_____
Client 2 Full Name:	_____
ID Number:	_____
Postal/Email Address:	_____
Contact Number(s):	_____
("the Client" or "You")	

2. Event Details

Wedding Date:	_____
Ceremony Venue & Address:	_____
Reception Venue & Address:	_____
Coverage Start Time:	_____
Coverage End Time:	_____

3. Fees and Payment

1. **Booking Deposit:** A non-refundable deposit of 50% of the Total Fee is payable upon signature of this Agreement. The booking is not confirmed, and the Wedding Date is not secured or held exclusively for the Client, until the deposit has been received in full and cleared funds reflect in the Service Provider's account.
2. **Balance Payment:** The remaining balance of the Total Fee is due no later than 14 (fourteen) days before the Wedding Date.
3. **Late Payment:** Should the balance not be received by the agreed date, the Service Provider reserves the right to suspend or decline to commence coverage until payment is received, without liability for any resulting loss to the Client.
4. **Payment Method:** Payments are to be made by EFT (electronic funds transfer) into the bank account nominated by the Service Provider in writing. The Client is responsible for ensuring proceeds reflect timeously, accounting for bank processing times.
5. **Additional Costs:** Travel beyond the distance included in the booked package, accommodation for multi-day or destination weddings, and any additional hours of coverage requested on the day, will be charged separately at the Service Provider's standard rates, as agreed in writing before being incurred.
6. **Price Validity:** The Total Fee quoted is valid only for the package and date specified in this Agreement and does not constitute an offer for any other date or service.

4. Cancellation, Postponement and Rescheduling

7. **Cancellation by the Client:** Should the Client cancel this Agreement for any reason, the booking deposit referred to in clause 3.1 is non-refundable, as it compensates the Service Provider for reserving the Wedding Date and consequently declining other bookings for that date, as well as admin done in preparation for the wedding.
8. Where cancellation occurs after the balance has been paid, the Service Provider will refund the balance, less the non-refundable deposit and less any costs already reasonably and demonstrably incurred in preparation for the wedding (for example, non-refundable travel or accommodation bookings made).
9. **Postponement/Rescheduling:** Should the Client wish to move the wedding to a new date, the Service Provider will make reasonable efforts to accommodate the new date. Availability is not guaranteed. Where the Service Provider is available on the new date, this Agreement will continue to apply to the new date and no additional deposit is required, provided the Client gives written notice of the new date as soon as reasonably possible. Where the Service Provider is not available on the new date, clause 4.7 applies as though the Client had cancelled.
10. **Cancellation by the Service Provider:** Should the Service Provider be unable to provide the contracted services due to circumstances within their reasonable control, the Service Provider will refund the Client all monies paid in full within 30 (thirty) days, and will use reasonable efforts to assist the Client in sourcing a substitute photographer/videographer of similar standard, though this is not guaranteed.
11. **Force Majeure:** Neither party shall be liable for any failure to perform an obligation under this Agreement caused by circumstances beyond their reasonable control, including but not limited to illness, injury, accident, death, natural disaster, fire, civil unrest, war, government action,

pandemic, or failure of essential infrastructure ("Force Majeure Event"). In the event the Service Provider is unable to attend the wedding due to a Force Majeure Event (including sudden illness or injury), the Service Provider will use best efforts to arrange a suitably qualified substitute photographer/videographer at no additional cost to the Client. Where no substitute can be arranged, the Service Provider will refund all monies paid by the Client save for costs already and demonstrably incurred.

5. Copyright, Usage Rights and Portfolio Use

12. **Copyright:** In accordance with the Copyright Act 98 of 1978, copyright in all photographs and video footage produced under this Agreement vests in, and remains the property of, the Service Provider as the creator of the works.
13. **Client Licence:** The Service Provider grants the Client a non-exclusive, perpetual licence to use, reproduce, and share the final edited images and video for personal, non-commercial purposes, including printing, sharing with family and friends, and posting on personal social media accounts.
14. The Client may not sell, sublicense, or use the photographs or video footage for commercial purposes, nor submit them for competitions or commercial publication, without the prior written consent of the Service Provider.
15. **Portfolio and Marketing Use:** Unless the Client opts out in writing below, the Client grants the Service Provider a non-exclusive licence to use images and footage from the wedding for portfolio, marketing, advertising, social media, and competition purposes, in accordance with the Service Provider's right to showcase their work.

☐ *I/we DO NOT consent to images or footage from our wedding being used for the Service Provider's marketing, portfolio, or social media purposes.*

16. **Personal Information:** Any personal information collected from the Client in connection with this Agreement will be processed in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), and will only be used for purposes connected to fulfilling this Agreement, unless the Client otherwise consents.

6. Delivery of Final Products

17. The Service Provider will deliver the agreed final edited photographs and/or video within 8 to 12 (eight to twelve) weeks of the Wedding Date, subject to clause 6.18.
18. Delivery timelines are estimates given in good faith and may be affected by factors such as the volume of bookings, complexity of editing, or Force Majeure Events. The Service Provider will keep the Client reasonably informed of any expected delay.
19. A preview or selection of images may, at the Service Provider's discretion, be provided sooner than the full final delivery.
20. Final images and footage will be delivered via online gallery/cloud download link, as selected by the Service Provider. The Client is responsible for downloading and backing up their own copies of all delivered material within a reasonable time; the Service Provider is not obliged to retain copies indefinitely.

7. Editing and Creative Discretion

21. The Service Provider retains full creative and artistic discretion over the editing style, colour grading, selection, and sequencing of final images and footage, consistent with the style demonstrated in the Service Provider's portfolio at the time of booking.
22. The Client may request one round of reasonable revisions to the final edit at no extra cost. Further revisions, or requests that depart materially from the Service Provider's established editing style, may be subject to an additional fee.
23. Unedited or raw files remain the property of the Service Provider. Should the Client wish to have the raw, unedited files as well, the Service Provider can choose to make it available for purchase as an add-on to the original package booked, at a fee determined by the Service Provider.

8. Client Obligations and Cooperation

To enable the Service Provider to perform the services properly, the Client agrees to:

- Provide an accurate and complete wedding day timeline, including ceremony and reception times and locations, at least 14 (fourteen) days before the Wedding Date;
- Obtain any permissions required from venues, officiants, or third parties for the Service Provider to film/photograph on the premises, including any venue-imposed restrictions on flash, drone use, or vendor access;
- Inform the Service Provider in writing of any “must-have” shots, family groupings, or special requests at least 14 (fourteen) days before the Wedding Date;
- Ensure the Service Provider and any assistants are provided reasonable access, a suitable working environment, and (for full-day coverage exceeding 6 hours) a meal break where catering is provided to other vendors;
- Designate a bridal party contact on the day who can assist the Service Provider with coordinating family members and timeline adherence.

The Service Provider shall not be liable for any missed shots, delays, or shortcomings in coverage that arise from the Client's failure to comply with the above, from inaccurate information provided by the Client, or from restrictions imposed by third parties (such as venues or officiants) beyond the Service Provider's control.

9. Limitation of Liability

24. While the Service Provider will take all reasonable professional care, including the use of back-up equipment and memory cards where practicable, the Client acknowledges that photography and videography carry inherent risk of technical failure (such as equipment malfunction, memory card corruption, or data loss) that cannot be eliminated.
25. Should the Service Provider, despite taking reasonable precautions, be unable to deliver some or all of the contracted images or footage due to equipment failure, data loss, or other circumstances beyond their reasonable control, the Service Provider's liability shall be limited to a refund of a fair and reasonable proportion of the Total Fee corresponding to the portion of

services not delivered. Nothing in this clause limits any right the Client may have under the Consumer Protection Act 68 of 2008 that cannot lawfully be excluded or limited by agreement.

26. The Service Provider shall not be liable for any indirect, consequential, or special damages of any kind arising from this Agreement, including but not limited to emotional distress, loss of enjoyment, or sentimental value, save to the extent such liability cannot be excluded under South African law.
27. Nothing in this Agreement limits or excludes liability for death or personal injury caused by the negligence of the Service Provider, or for any liability that may not lawfully be excluded or limited.

10. General Terms

28. **Entire Agreement:** This Agreement, together with any signed written quotation or addendum attached hereto, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements, whether written or oral, relating to its subject matter.
29. **Amendments:** No amendment, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
30. **Severability:** Should any provision of this Agreement be found to be invalid, unlawful, or unenforceable, that provision shall be severed, and the remaining provisions shall continue in full force and effect.
31. **No Waiver:** No relaxation, indulgence, or extension of time granted by either party shall be construed as a waiver of any rights under this Agreement, nor shall it preclude that party from exercising any rights in future.
32. **Assignment:** The Service Provider may, at their discretion, engage suitably qualified assistants, second shooters, or subcontractors to assist in fulfilling this Agreement, while retaining overall responsibility for delivery. Neither party may assign their rights or obligations under this Agreement to a third party without the prior written consent of the other party.
33. **Dispute Resolution:** The parties agree to use reasonable efforts to resolve any dispute arising from this Agreement amicably through direct discussion before resorting to formal legal proceedings or, where applicable, referral to the National Consumer Commission or a relevant consumer ombud.
34. **Notices:** Any notice required under this Agreement shall be in writing and delivered by email or hand to the addresses/contact details recorded in clause 1, and shall be deemed received on the date of transmission, provided no delivery failure notification is received.

13. Acknowledgement and Signature

By signing below, the parties confirm that they have read, understood, and agree to be bound by all the terms of this Agreement.

SERVICE PROVIDER

Signature: _____

Full Name: _____

Date: _____

CLIENT

Signature: _____

Full Name: _____

Date: _____