

BOOKING TERMS AND CONDITIONS

Jules Morgan provides professional photography services.

Make sure you have read these Terms and Conditions and have raised any questions before paying the deposit. It is recorded that you (the Client) will be deemed to have accepted the terms and conditions contained herein when you pay the deposit.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

- a. **Client:** shall mean the person who applies (directly or indirectly) to Jules Morgan and requests photography services from Jules Morgan.
- b. **Services:** the services supplied by Jules Morgan.

2. BASIS OF CONTRACT

2.1 The request by a Client to book Jules Morgan constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Booking shall only be deemed to be accepted when Jules Morgan confirms the booking by email and when R11,750 is paid by the Client to Jules Morgan as a deposit.

2.3 No date is reserved until the deposit of R11,750 is received. The deposit is non-refundable.

2.4 These terms and conditions constitute the entire agreement between the parties. The Client acknowledges that he/she has not relied on any statement, promise or representation made or given by or on behalf of Jules Morgan which is not set out in the Terms and Conditions.

3. SUPPLY OF SERVICES

3.1 Jules Morgan is herewith granted artistic license with regards to poses, composition, exposure, number of photographs taken, post production and all other formal aspects of the photography during and after the assignment. Jules Morgan's judgment regarding these aspects shall therefore be deemed correct. Input by the Client will be kindly considered, however this input forms no ground for any legal recourse if not met.

3.2 Jules Morgan undertakes to provide the Client with a professional service and a quality product. However, Jules Morgan is limited by factors not within her control, such as (but not exclusively) adverse weather conditions, locations, non-compliance to pre-arranged time schedules and/or non-amiable behaviour by the Client or their guests, and obstruction at critical moments by 3rd parties. The Client agrees to accept the technical results of these limitations imposed on Jules Morgan.

3.3 Jules Morgan takes the utmost care with respect to transportation, processing and

back-up of the photographs. However, in the unlikely event that photographs are lost, stolen, or destroyed, liability is limited to the return of all payments received for the booking. **(NOTE: Jules Morgan states categorically that there is no history of Jules Morgan not handing over the final product.)**

3.4 In the unlikely event that Jules Morgan is injured or becomes too ill to photograph the event, Jules Morgan will make every conceivable effort to secure a replacement photographer. If a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the booking. **(NOTE: Jules Morgan states categorically that there is no history of Jules Morgan not attending a booking.)**

3.5 The images captured on the day, remain the property of Jules Morgan and she retains all rights with regards to the copyrights of the images, and the utilisation thereof. This includes, but not exclusively, displaying images as an example of her work and entrance into photographic competitions, magazines, use on her website etc. The Client releases all claims to profits that may arise from use of images by Jules Morgan. The Client may utilise the images provided, including distribution to friends and family, but excluding any distribution for commercial applications. The Client agrees that any postings of the images on the internet need to be acknowledged as images by Jules Morgan.

3.6 Jules Morgan will ensure that digital proofs will be available 45 days after the shoot.

3.7 The photographs from the shoot will be available for online viewing and print ordering for 6 months from the day of the shoot.

3.8 Jules Morgan is not responsible for the colour reproduction or enlargements from these files that have been taken to non-professional and/or consumer laboratories.

3.9 Delivered digital proofs may contain edits made by Jules Morgan or her editor at their complete discretion. Edits are only made to ensure delivery of the highest quality product to the Client at all times.

3.10 Jules Morgan Photography shall be the photographer retained by the Client. Jules Morgan may also have an assistant with her on the shoot.

3.11 Delivered photographs may not include all photographs taken. Jules Morgan reserves the creative right to edit and release only those deemed creditable as professional in quality and within her artistic standards.

3.12 Jules Morgan is a non traditional photographer and does not work from detailed 'shot lists' except in relation to family photographs only.

3.13 Jules Morgan's approach to the shoot is contemporary and creative to provide the Client with photographs that best represent her style. If there are special details the Client would like Jules Morgan to look out for it is up the Client to tell Jules Morgan and Jules Morgan will endeavour to capture them in the time available.

3.14 The Client will be asked to select up to 60-80 photographs for their album. Based on the number of pages in the album selected in the

- Client's package not all images selected will be put in the album. The number of images put in the album will be between 50-100 and will vary by design of the album.
- 3.15 **THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE : The Client must select the photographs for any prints and albums included in any of Jules Morgan's packages within 6 months of the shoot failing which this aspect of the package will lapse and the Client will not be entitled to claim these prints and/or albums unless he or she pays the normal rates.**
- 3.16 The albums may be sent internationally; album delivery is 6-12 weeks from the time the selected images are submitted to Jules Morgan. Due to the fact that printing and production is outside the control of Jules Morgan the Client cannot hold Jules Morgan responsible for late or delayed albums. The client is liable for the postage costs.
- 3.17 High resolution digital files (negatives) will be provided to the Client on a CD/DVD. The Client agrees to assume full responsibility for the care and condition of the CDs/DVDs. Due to the lack of information about how long CDs/DVDs can hold information; Jules Morgan recommends the Client backs up the Client's images on another media format other than CD/DVD. Jules Morgan also recommends making multiple copies of CDs/DVDs every year to ensure the images for years to come. Jules Morgan cannot be held responsible for the failure of CDs/DVDs due to mishandling. It is the Client's responsibility to keep several copies of any CDs/DVDs in more than one location, and back the images up on another format such as a hard drive.
- 3.18 The client understands the images given on CD/DVD cannot be used for profit or advertising and all posting of images on the internet need to be acknowledged as images by Jules Morgan. See further paragraph 3.6 above.

4. THE CLIENT'S OBLIGATIONS

- 4.1 The Client shall:
- (a) co-operate with Jules Morgan in all matters relating to the Services;
 - (b) provide Jules Morgan with such information and materials as Jules Morgan may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 4.2 If Jules Morgan is retained for a wedding, the Client shall provide a meal for Jules Morgan and her assistant at the reception. Being part of the reception also enables more personal photographs from this part of the Client's wedding.
- 4.3 Jules Morgan kindly asks that the Client gets in touch with her two weeks prior to the date of your event, to touch base and go over last minute details. Jules Morgan will make every effort to contact the Client, but it is the Client's responsibility to contact her to confirm all details.

- 4.4 Jules Morgan recommends that family and friends do not photograph the actual shots that Jules Morgan poses and the Client understands that Jules Morgan is not responsible for the final results if any photographs missed as a result of this interference during the photography process.
- 4.5 To accommodate any required family photos efficiently, please provide Jules Morgan with a list of members in the Client's immediate family that will be included in the family photos, i.e. parents, siblings and grandparents. **It is highly recommended that if the Client has groups of individuals that are beyond the Client's 'immediate family', that the Client provides a more specific list of these groups. It is also recommended that the Client appoints someone who knows the Client's family to help out with rounding up people for the family shots.**
- 4.6 The Client should attempt to provide Jules Morgan Photography with adequate time to perform the photo shoot portion of the timeline to accommodate the family photo list and the wedding party/bride and groom shots. Jules Morgan recommends a timeline of a minimum of 60 minutes to complete these photos. Jules Morgan cannot be held responsible for timelines that do not run on schedule and subsequently cut down the time for allotted photos, thereby not providing the couple with all photos expected. Jules Morgan will also not be responsible for photos that are not completed due to the possibly uncooperative nature of the individuals to be included in any photographs. It is the Client's responsibility to inform all participating parties, that the photos are occurring and as to where and when.
- 4.7 If Jules Morgan's performance of any of her obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) Jules Morgan shall without limiting her other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of her obligations to the extent the Client Default prevents or delays Jules Morgan's performance of any of her obligations;
 - (b) Jules Morgan shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of his or her obligations; and
 - (c) the Client shall reimburse Jules Morgan on written demand for any costs or losses sustained or incurred by Jules Morgan arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

5.1 The charges for Services are set out in the Price List which will be (or has been) sent to the Client. The prices are inclusive of VAT. Additionally:

- (a) Jules Morgan shall be entitled to charge an overtime rate of R1750 per hour if requested by the Client to stay for further time outside of the Packages set hours.
- (b) Jules Morgan shall be entitled to charge the Client for any expenses reasonably incurred in connection with the Services including, but not limited to, travelling expenses including flights, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Jules Morgan for the performance of the Services. Such expenses shall be payable by the Client prior to the expenses being incurred. Jules Morgan reserves the right to seek additional expenses from the Client after the shoot.
- (c) Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.
- (d) Print prices are guaranteed for one year from the day of the shoot.
- (e) Prices on the Price List for the shoot are guaranteed until the shoot if the deposit has been paid.

5.2 The Client shall pay Jules Morgan:

- (a) R11,750 deposit to confirm the booking. The deposit is non-refundable;
- (b) The outstanding balance of the Package Price shall be paid in two further instalments. The first of these two instalments shall be paid 14 days before the shoot and the second shall be paid prior to the photographs being provided to the Client;
- (c) any expenses incurred by Jules Morgan shall be paid by the Client prior to the photographs being provided;
- (d) in full and in cleared funds to a bank account nominated in writing by Jules Morgan.

5.3 Without limiting any other right or remedy of Jules Morgan, if the Client fails to make any payment due to Jules Morgan by the due date for payment (**Due Date**), Jules Morgan shall have the right to charge interest on the overdue amount at the rate of 25 per cent per annum accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.4 The Client shall pay all amounts due under these Terms and Conditions and Price List in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Jules Morgan in order to justify withholding payment of any such

amount in whole or in part. Jules Morgan may, without limiting her other rights or remedies, set off any amount owing to her by the Client against any amount payable to Jules Morgan by the Client.

6. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1 Jules Morgan shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and Conditions.

7. TERMINATION

7.1 In the event of the Client cancelling the booking, the full value of the booking becomes payable to Jules Morgan, unless such a cancellation takes place not later than 2 months prior to the booking. The deposit is non-refundable. Compassionate consideration will also be granted in the case of cancellation due to death or severe illness of the client.

8. GENERAL

8.1 Force majeure:

(a) For the purposes of these Terms and Conditions, **Force Majeure Event** means an event beyond the reasonable control of Jules Morgan including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Jules Morgan or subcontractors.

(b) Jules Morgan shall not be liable to the Client as a result of any delay or failure to perform her obligations under this Contract as a result of a Force Majeure Event.

8.2 Waiver and cumulative remedies:

(a) A waiver of any right under the Terms and Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the

Terms and Conditions are cumulative and do not exclude rights provided by law.

- 8.3 Severance:
- (a) If a court or any other competent authority finds that any provision of the Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Terms and Conditions shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 8.4 No partnership: Nothing in the Terms and Conditions are intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 8.5 Third parties: A person who is not the Client shall not have any rights under or in connection with it.
- 8.6 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Terms and Conditions shall only be binding when agreed in writing and signed by Jules Morgan.
- 8.7 Governing law and jurisdiction: These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, South Africa, and the parties irrevocably submit to the exclusive jurisdiction of the courts of South Africa.