

# edward benson

## *Wedding Photography & Wedding Video*

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### **Terms and Conditions**

The following is the standard Terms and Conditions agreement for Edward Benson Productions.

#### **Reservation of Time and Date**

This contract constitutes an order for one Wedding Video and/or Photography service(s). Upon execution of the contract and receipt of the deposit, Edward Benson Productions will reserve the time and date agreed upon. If payment schedule is not received maintained prior to the wedding date, Edward Benson Productions may cancel the reservation without further notification to the client (verbal or otherwise).

#### **Environmental Elements**

Edward Benson Productions is not responsible for loss of image and/or audio quality due to the restrictions at event locations. Due to the nature of live events, Edward Benson Productions cannot guarantee content or quality of the images and/or audio and will not be held liable for any production problems beyond our control, e.g. bad weather, accidents, poor acoustics/lighting, interference from guests, celebrant etc.

#### **Cancellation**

Should a client wish to rescind the contract the deposit fee of 25% is not refundable. In the event of cancellation, if within 60 days of the event any balance excluding the final payment is due to be paid to Edward Benson Productions.

#### **Venue Access**

It is the client's responsibility to secure access to areas for photography and/or video. Edward Benson Productions will not be responsible for coverage lost due to access restrictions.

#### **The Ceremony**

From our experience, we have found that the ceremony runs a lot smoother if the couple communicate there Wedding Photography and or Wedding Video with the Celebrant before hand, so there are no surprises on the day.

#### **Payment**

A deposit of 25% of the service charge is required with the signed contract.  
Deposit fees are non-refundable. This fee is deducted from the total package price.  
The balance is broken into three payments:  
Payment 1: Due at least 60 days prior to your wedding date.  
Payment 2: Due at least 30 days prior to your wedding date.  
Payment 3: Due on completion of product. (\$200)  
A \$100 late fee will be charged for late payment and will cause delays in production.  
Delivery or postage is not included in the package cost and will be extra.

All payments are to be made payable to Edward Benson Productions:

\* Edward Benson Productions | Commonwealth Bank | Acc No: xxxxxx-xxxxxxx

\* Visa and Mastercard attract a 4% surcharge.

## **Meals**

If meals are not provided for the videographer(s) and or photographer(s), the client will allow a 45 minute meal break.

## **Exclusivity**

Edward Benson Productions shall be the exclusive videographer(s) and/or photographer(s) retained by client. Family and friends are permitted to take photographs and or video as long as they do not disturb, disrupt or interfere with videographer(s) and/or photographer(s) duties.

The videographer(s) and/or photographer(s) have the right to kindly ask any person obstructing to refrain from doing so, in order for Edward Benson Productions to carry on in their duties.

## **Delivery of Finished Product**

Completed product(s) are usually delivered to the client within 8 weeks of the event. All client-supplied material must be received at least two weeks prior to the wedding to avoid delay of the finished product(s). Upon completion, the client will be notified via email. The final payment is then due within seven (7) days. Product(s) remain the property of Edward Benson Productions until payment is received in full.

## **Shipping and Delivery Policy**

All completed products will be mailed via registered Australia Post to the supplied address. For express (urgent) orders, please contact us by phone. Edward Benson Productions will add a postage and handling fee to all mail orders. Edward Benson Productions will not be held responsible for any items misplaced as a result of incorrect details provided.

## **Re-edits**

Before your Wedding DVD's and/or Wedding Photography Album are completed you will be given the opportunity to review and make any changes. Once we have received approval from the client, the product(s) will be finalised. Technical errors will be corrected free of charge. Client-requested changes to their product(s) after the final product(s) have been approved will incur an additional charge. Upon taking possession of the finished product(s), the client must inform Edward Benson Productions of any technical or other problems with the video and/or images within seven (7) days. After seven (7) days, if no notification has been received, the client will be deemed to be satisfied with the product(s).

## **DVD Compatibility**

Due to compatibility problems relating to DVD transfer, Edward Benson Productions cannot be held responsible for DVD authored Weddings that do not play on your home DVD Player. Generally this is only a problem with older DVD players.

## **Archiving**

Edward Benson Productions will store a copy of the completed product(s) for a minimum of one year so that you can order additional copies. We cannot, however, offer compensation for loss of the copy due to circumstances beyond our control.

## **Copyright**

All product(s) retain legal copyright of Edward Benson Productions at all times, as described under Australian Statutory Law. Any video and/or photography supplied to clients, either in a print form, for display on the Internet or for inclusion onto video, cannot be used for any commercial purpose. They are strictly for personal use only. Edward Benson Productions reserves the right to use your images for any form of advertising to promote their company, including but not limited to: Web based promotions, brochures, galleries and competitions.

Any material (video and or images) supplied by the client to Edward Benson Productions must be copyright free. Edward Benson Productions can not be held responsible for the inclusion of copyrighted material in the clients product(s).

## **Expenses**

Expenses incurred on the wedding day, outside of our control, (ie. Parking) paid by Edward Benson Productions will be charged to the client.

## **Additional Requirements**

Time permitting, Edward Benson Productions are happy to complete any additional requirements you may have. These additional requirements will be charged at a specified rate.

## **Privacy Policy**

Edward Benson Productions collects information such as, but not limited to e-mail addresses, business addresses and phone numbers for private use and our website advertising directory only. We do not give or sell any information to other individuals or parties. Edward Benson Productions may contact you from time to time with news and updates about Edward Benson Productions or its affiliates. If you wish to be removed from our mailing list and or cancel service simply contact us and we will delete you from our database. If you have any further questions please contact us.

Any breach of this agreement will constitute a reason for non-completion of the job with no liability to Edward Benson Productions.

## **Contact Information**

Leading up to the Wedding and after the Wedding, Edward Benson Productions preferred method of communication is via email. If your contact information changes please let us know.

## **Package Information**

Service Selected:

Wedding Date:

Total amount: \$

We, ( ) & ( ) have read and understand the terms and conditions provided to me on ( / / )date

**Deposit Payment Method**

- CASH PAYMENT  CHEQUE (Please make cheques payable to Edward Benson Productions)
- VISA  MASTERCARD

Enter your credit card number here:

Four groups of four boxes for the credit card number, followed by two boxes for the Expiry Date and three boxes for the CCV Number.

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

**Confirmation/Contact Email Address:**  
**Confirmation/Contact Phone Number:**

**Edward Benson Productions Representative ( )name**  
.....signature ( / / )date

**Bride's Details**  
**Name:**  
.....signature ( / / )date

**Groom's Details**  
**Name:**  
.....signature ( / / )date