

Any payment made to us (deposit and/or final balance settlement) indicates that you have read and understood all the terms and conditions as set out in this document, in its entirety. Your payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly, and in writing, prior to accepting our service.

PHOTOGRAPHY RATES & PACKAGES

Our rates and packages are valid for a limited time only and are subject to review from time to time, as we see fit. If you have received a Cost Estimate from us in the past or viewed our Packages on our website, you are by no means guaranteed of said rate, unless it is our current rate or has been expressly confirmed by us. Cost estimates are valid for 30 days only.

BOOKING RESERVATION

A 20% non-refundable deposit is required to reserve your wedding date and photography package with Minds Untamed Photography, as per our Invoice/Cost Estimate. We will not reserve your wedding date for you, unless we have received proof of payment. Bookings are on a first-come-first-serve basis. Should you have expressed definite interest in booking a specific date, we will notify you if there is another inquiry for your wedding date, should we not receive confirmation from you within 48 hours your wedding date will be booked out to another couple, unless stated otherwise.

DEPOSIT AND PAYMENT

Your session fee is made up of a deposit and balance, payable before your wedding date and R1000 fee is not refundable (Incl in the price). It covers our time and talent and secures your wedding date at current prices (subject to change from time to time, which might include any other or future sessions). A 20% non-refundable deposit is due on acceptance of our services and the remaining balance 3 weeks prior leading up to your wedding day, (we do not want to add unnecessary stress to you on your special day by having to remember to make payments!). No images or products will be provided until we have received full payment, within the payment period agreed.

ADDITIONAL FEES & REQUIREMENTS

The client is responsible for any additional travel fees, should we be required to travel more than 50km from Durbanville, Western Cape. If the event is more than 150km from Durbanville, a suitable, safe and secure B&B/hotel is required for two photographers, this will be charged on top of your wedding package chosen. Should your wedding be a destination wedding (outside the Western Cape), flights, car rental and suitable, safe and secure accommodation is required for two photographers (as described above) and to be arranged and paid for in advance by the client – considered as part of your booking confirmation. Any travel and/or accommodation expenses are additional to your wedding photography package and is for the client's account.

Photo book & USB are included in our packages, additional elements such as branded USB's, Prints etc, will be charged separately at an additional rate.

NON-PAYMENT OR BREACH OF CONTRACT

In the event of non-payment or other breach of this agreement by the client, the Client shall pay all the Photographer's costs and expenses incurred in enforcement of the terms of this agreement.

CANCELLATION/RESCHEDULING OF WEDDING PACKAGE

Any deposits paid are non-refundable, should you decide to cancel your wedding package with us. If you have to postpone your wedding or move the date, due to whatever reason, please let us know well in advance and/or as soon as you become aware of the situation resulting in the change of your wedding date. We will try our best to accommodate your new date, should we be available.

LOCATION, SESSION DURATION AND PUNCTUALITY

The duration of your wedding photography session will be according to your selected package, at the venue of your choice (additional travel costs may apply). Please be aware that we charge an additional hourly rate, should we be required to stay longer than what your specific wedding package allows for.

We encourage the use of the outdoor setting at your venue for the couple shoot and other photographs, which makes for beautiful, memorable images. Generally early morning or late afternoon is the best time to allow for ideal lighting conditions (exact time dependant on season).

COPYRIGHT & CONSENT

No images produced by Minds Untamed Photography may be edited or reproduced in any manner without explicit written consent. The client may not redistribute any photographs for profit, commercial endeavours, professional display, photographic competitions or any use other than your own private use. RAW and/or unedited files will not be provided to the client under any circumstances.

The client hereby consents and agrees that Minds Untamed Photography has the right to take photographs of you and/or your child(ren), pets and/or property, if applicable. The client hereby certifies that he/she is the parent or legal guardian of any minor(s) as represented in this contract (if applicable) and have the legal right and authority to execute the model release, as stipulated in this contract, on behalf of the minor(s) – to be used as described above.

LIABILITY

In the unlikely event that the photographer is injured, becomes too ill or are medically unable to photograph the session, Minds Untamed Photography will provide a replacement photographer or return the client's deposit/payment should we be unable to do so. This will only be in case of a true emergency and is not expected to be a likely possibility. If the photographer cannot fulfil this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, we will return the client's deposit/fees paid, but shall have no further liability with respect to this contract.

Minds Untamed Photography takes the utmost care to prevent this, but in the unlikely event that images have been lost, stolen, damaged or destroyed for reasons within or beyond Minds Untamed Photography's control, liability is limited to the return of all payments received for the session or to schedule a makeup session at no additional cost to the client, if possible. Although Minds Untamed Photography will do our best to avoid any accidents and/or incidents from happening, the client releases all employees of Minds Untamed Photography, from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session.

IMAGES & PRODUCTS

Minds Untamed Photography reserves the right to artistically interpret, photograph and represent any scene, for instance resulting in some images being colour and some B&W. Should the images be rejected for any reason whatsoever after the shoot, the client will still be liable for the payment of the Invoice based on the final Cost Estimate in full. No License for Use will be granted in respect of rejected images notwithstanding payment as aforementioned.

Quantity of images depends on your selected package and final images are carefully selected by us. Minds Untamed Photography will do our best to ensure that you have a reasonable amount of final images, but there is no guarantee of the quantity of images provided, due to many factors and variables contributing to the photo session, including, but not limited to the weather, the cooperation of yourself, your spouse, children, guests and/or pets, etc. – for which we will not be held liable. No images will be “re-done” on account of models not cooperating. All images provided are final and subject to the photographer's discretion and creativity. If any additional photographs or editing is requested after final images have been supplied, it will be subject to an additional editing rate of R250/hr.

You will receive some “teaser” images shortly after your photo session, via Google Photos. You will receive a USB with all edited high res images (for printing) and low res images (for online sharing) within 5-6 weeks of your photo session date – either collected from us or delivered to the address provided by yourself and at additional cost to you (to be quoted for on request).

Due to the nature of custom photography, all images/sales are final and cannot be cancelled should you order any prints, books etc.

Minds Untamed Photography will keep all images on archive for a reasonable amount of time (at least 1 year from the date of completion), after which it may be permanently discarded. It is the client's responsibility to backup any digital files you receive

We are looking forward to working with you!