



Terms & Conditions

HangUps Event Photography cc t/a HangUps Pictures
CC Registration #: 2011/094420/23 VAT #: 4370266449

1. Application of these terms

- 1.1. These terms and conditions shall apply in respect of all goods and services we supply to you whether specified or otherwise ("the Service").
- 1.2. Except to the extent that these terms and conditions are varied by mutual consent they, together with the brief and quotation shall constitute the entire agreement between us and shall prevail over your own terms and conditions.
- 1.3. You agree that in entering into this agreement, you shall not rely on any representation or understanding, whether oral or in writing, which is not included or referred to in these terms and conditions.

2. Delivery

- 2.1. The Service shall be delivered to you in accordance with the brief agreed at the outset of the project either through concept meetings or in written proposals / working documents.
- 2.2. We shall produce one master copy of the production only for your use. Should you require further copies an additional charge will apply. A separate quotation will be issued for the production and delivery of additional copies.
- 2.3. Times given for delivery of the Service are estimates only. HangUps Pictures, at its own discretion, reserves the right to extend a project timeline if a Client is notified.
- 2.4. Any contract requiring us to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with us as necessary.
- 2.5. HangUps Pictures will endeavor to deliver services within its mandate and reasonable power, but will not be held liable for service delivery failure as a direct result of acts of "God" or factors out of its control, for example, but not limited to: inclement weather, death, illness, theft, hardware / telephone / power failure, cybercrime, general crime, external or preferred third party or external suppliers failure. The Client accepts that HangUps Pictures will not accept liability in any of these instances, and no refunds will apply.
- 2.6. HangUps Pictures office hours are 08h00 – 17h00 Monday to Friday unless notified otherwise.

3. Acceptance and Changes

- 3.1. The Service shall be made available for acceptance at agreed stages. At each agreed stage changes to the Service shall only be permitted to the extent that such changes are consistent with the brief.
- 3.2. HangUps Pictures have accommodated a total of 3 edits after client has viewed or listened to the completed video and accept deliverables based on conformance to this contract. Any further stylistic changes, video or music editing changes insertions, or deletions, shall be considered "Additional Editing" and currently editing costs are R850 per hour.
- 3.3. Other than as stated above changes to the brief or otherwise that result in additional work being carried out will be chargeable at the relevant daily rate;

this shall include the following:

- 3.3.1. Changes that result from inaccurate or misleading information having been supplied by you in preparation of the brief;
- 3.3.2. Changes that result from your failure to obtain consent from any third parties or employees necessary in the delivery of the Service;
- 3.3.3. Changes that result from a significant change to the brief;
- 3.3.4. Additions to the original brief in the form of extra variations or edits of the originally planned piece such as shorter 'highlights' edits or specific web versions that are not agreed at the outset.

4. Payment

- 4.1. Payment terms will be set out in the relevant quotation issued by us to you.
- 4.2. Where payment terms are not set out in the relevant quotation:
- 4.3. Payment is due 14 days after the invoice date and is of the essence.
- 4.4. We will not consider payment to be received until it is represented by cleared funds.
- 4.5. We reserve the right to charge 5% interest per month on any unpaid balances.
- 4.6. Any fees incurred by us in recovering payment will be chargeable.
- 4.7. Payment to be made in South African Rand.
- 4.8. Where possible we will interim invoice in respect of the Service.
- 4.9. Where the quote exceeds R50,000 we reserve the right to invoice for the production component of the Service immediately following its completion.
- 4.10. If payment is overdue and/or you are in breach of your obligations set out in this agreement we reserve the right (without prejudice to any other right or remedy available to us) to stop or postpone delivery or performance under this agreement and we will not be liable for any loss you may suffer as a result of application of this clause. We shall have a general lien or right of retention on materials supplied by you to us until payment has been made.
- 4.11. Payment is to be made in full without any discount deduction, set off or abatement.
- 4.12. We reserve the right to appropriate any payment made by you and apply it in total or partial satisfaction of any debt due from you to us.

5. Cancellation, Safety and Insurance

- 5.1. Dates for production are agreed in advance and confirmed by you.
- 5.2. Where these dates are cancelled whether due to a request from you or due to an amendment by you that results in a cancellation the following charges will apply where the cancellation notice is given or is caused:
 - 5.2.1. Within 48 hours of shoot date – 50% of daily shoot rate
 - 5.2.2. Within 24 hours of shoot date – 100% of daily shoot rate
- 5.3. Where the shoot shall take place at your premises or a location designated by you the responsibility for ensuring said location is safe and that adequate insurance is in place shall be vested in you.

6. Expenses

- 6.1. All reasonable expenses incurred by us in providing the Service shall be at your cost. Where possible expenses will be pre-arranged with you and/or set out in the quotation. In the absence of prior notification of expenses the following rates shall apply:
- 6.2. All mileage at R4.00 per kilometer
- 6.3. Overnight stay R1,200 per person per room
- 6.4. S&T allowance R250 per person per day

7. Our Copyright Policy

- 7.1. We operate a fair approach to copyright. All copyright vested in the media produced by us shall be assigned to you subject to the following:
 - 7.1.1. Payment in full is received from you for all outstanding invoices;
 - 7.1.2. You grant us a royalty free license to use all copyright in the media produced by us for our own promotional purposes such as on our website or otherwise;

- 7.1.3. All design concepts such as logos, themes, plans, models together with all copyright in any music shall remain vested in us and shall be made available to you on license save that you shall only be permitted to use such material and design concepts for the purpose identified in the brief;
- 7.2. Our enforcement of the above conditions is subject to our adherence to the Storage Policy as outlined below.

8. Storage Policy

- 8.1. All media produced by us on your behalf will be stored as follows:
 - 8.1.1. All footage will be captured in Hi-Definition (as standard) and stored in our studio on a hard drive;
 - 8.1.2. Following completion of a beta edit the footage is then copied to a secondary backup hard drive at our studio to protect against electronic drive failure.

9. Warranties and Liability

- 9.1. We warrant that we will use all due skill and care in providing you with the Service. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the Service whether implied by statute, common law or otherwise is given, however where we supply goods to you as part of the Service we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by the persons supplying the goods to us.
- 9.2. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by you to us or instructions supplied by you, which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of yours.
- 9.3. Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this agreement, which arise out of or in connection with the provision of the Service.
- 9.4. Except in respect of death or personal injury our entire liability in contract (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement between us shall not exceed either the amount of the price payable by you in respect of the services, goods and/or materials we supply to you or in respect of a valid claim the amount claimable under the terms of the appropriate insurance policy we hold.
- 9.5. You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.
- 9.6. Any claim that you may have against us must be notified to us in writing within one month of the claim arising.

10. Assignment

- 10.1. We reserve the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.

11. Severance

- 11.1. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the parties shall agree to amend the relevant provision as shall be necessary to ensure its application and the remaining provisions of the Contract shall remain full force

and effect.

12. Waiver

12.1. Any waiver by us of any breach of or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the terms of this agreement.

13. Applicable Law

13.1. These terms and conditions shall be governed by South African law and subject to the exclusive jurisdiction of the South African System.

13.2. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programs.

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