

MELBASTUDIOS

Wedding Date: _____ Photographer: _____

Brides: _____ Groom: _____

Mobile #: _____ Mobile #: _____

Contact Address: _____

Ceremony Address: _____

Reception Address: _____

of Bridesmaids: _____ Groomsmen: _____ Kids: _____

I acknowledge that I have read the contract on the reverse of this sheet and agree to abide by all the terms and conditions:

Signed by:
Bride/and or Groom

Please circle your chosen package:

Little One	Middle One	Big One	Bespoke
2795	3995	4995	
notes	notes	notes	notes
deposit is 700 balance is due upon collection of proofs	deposit is 1000 balance is due upon collection of proofs	deposit is 1250 balance is due upon collection of proofs	deposit is 25% balance is due upon collection of proofs

THE LEGAL STUFF

The Client agrees that:

1. The Client is defined as the persons mentioned in The "Client" on the first page of the agreement.
2. We, the *Client*, authorise the *Studio* to attend and photograph our wedding pursuant to information provided in **The wedding "Photoshoot"** section of this contract.
3. We, the *Client*, grant the *Studio* the right of access to all locations on our wedding day necessary for them to enter and carry out their obligations under this agreement. This right of access included, where necessary, any private residence, private watercraft, private automobiles and any private or public building or space hired for the purpose of celebrating the wedding that the *Studio* is photographing.
4. We, the *Client*, have reviewed the particulars for **The wedding "Photoshoot"** and hereby advise that these are correct.
5. We, the *Client*, agree to immediately advise the studio in writing of any alterations in **The wedding "Photoshoot"** including postponement or cancellation of the wedding.
6. We, the *Client*, have received, read and understood the Studio's price list for the various packages it offers and the rates for which works are supplied to us.
 - a. We understand the contents of the packages and understand what the *Studio* intends to provide within each package.
7. We, the *Client*, agree to pay the non refundable minimum deposit of twenty five percent (25%) and the balance when collecting what we have asked the studio to provide to us by way of digital and hard copy prints (proofs)
8. We, the *Client*, agree that payment of deposit confirms the booking with the Studio as per the details shown on this form.
9. Should we ask the studio to photograph our wedding day, or any part of our wedding day, at a location that charges fees for the carrying out of professional photography at that location, we agree that we are liable for these fees. This includes taxi fares to retrieve parked cars when the location has required the car to be parked not with the photographer and parking fees at hotel receptions, or venues that require parking payment. These fees need to be paid on the day directly to the photographer, or to paid to the venue on behalf of the photographer on the same day.
 - a: We agree that we are not entitled to the release of the photos until this fee is paid by us to the Studio.
 - b: We agree that lack of knowledge by us as to the existence of fees is not reason to not have us pay these additional fees to the Studio.
 - c: We release the Studio from any express or implied obligation to inform us of the likely hood of any fees being charged by the location where we wish the Studio to attend and carry out photographic services to us.
10. We, the *Client*, agree to provide the Studio's photographer with a meal equivalent to that being enjoyed by the guests where the photographer is working at meal times and there is no opportunity for the photographer to obtain a fresh meal nearby or it is inconvenient for the photographer to do so.
11. We, the *Client*, accept as our responsibility the obligation to coordinate all aspects of the wedding other than the photography. We agree to assist the Studio to obtain the best possible photographs by informing them of the arrangements of key elements to the wedding day in order for them to obtain memorable photographic opportunities. This is inclusive of the following: the hairdressers and makeup artists, the hire cars and the caterers of all the relevant times, details and locations as detailed here and to coordinate their services.
 - a. We acknowledge the studio cannot accept responsibility for the extent of the photographic coverage if these details are incorrect or if we choose not to follow the agreed to schedule.
12. We, the *Client*, agree to allow the Studio's photographer to have first priority when photographing people, events, scenes and other aspects of our wedding day. This shall be done for the purpose of avoiding disruption to the photographic coverage & to allow the studio to fulfill its contracted duty. Where a conflict between the Studio's photographer and a wedding guest's photography happening simultaneously takes place such as to be an inconvenience to the Studio's photographer, we will direct the guest to wait or otherwise not hold the Studio's photographer or the Studio liable for the loss of the memorable photographic opportunity
13. In the event of a cancellation of the wedding the deposit is forfeited.
14. We agree that the copyright in all photographs is assigned to the photographer and whilst Melba Studios permit the clients reprinting or reproduction any of your images, they cannot be used by any commercial usage by other service providers without written consent from The Melba Studios.
15. We, the *Client*, give permission to the photographer to use any image of our wedding for wedding industry photography competitions and as required for subsequent usage and for reasonable general promotion advertising for the *Studio*.
16. We, the *Client*, agree to not hold the Studio liable for the deterioration of any hardcopy of the photographs. We understand that photographs are susceptible to environmental affects that will limit their longevity. For example, colour photographs, in common sensitized material & colour dyes have limited life expectancy when exposed to strong & prolonged sunlight or fluorescent light sources. Photographs will retain their colour and brilliance much longer when displayed under better lighting conditions.
17. We, the *Client*, agree to not hold the Studio liable for the deterioration of any soft copy of the photographs or the media upon which they are stored. We agree to adopt appropriate care and diligence in the safe storage and handling of electronic data storage media. We agree to make a backup copy of all disks provided to us by the Studio and understand that the Studio is not expected to retain a back up copy of the photographs they provide to us.

The Studio

1. The *Studio* is defined as The Melba Studios Pty Limited
2. Should the nominated photographer not be available for any reason, the *Studio* will notify the *Client* of the change as soon as it is known and provide another Photographer of equivalent skills or provide a full refund. The election of the option as to alternative action shall be choice of the *Client*.
3. The *Studio* shall carry out this assignment with due and professional diligence. Elements beyond the *Studio*'s control include faulty material, equipment failure, damaged or loss of compact flash cards, industrial disputes, civil disturbances or weather conditions which may inhibit or prevent in whole or in part this assignment.
4. In this case the *Studio* shall not be liable for its complete performance of the assignment. It is agreed that the liability of the *Studio* shall be limited to a refund of the money paid under this agreement, which shall be in full and final satisfaction of any loss or damage suffered.

The Melba Studios Pty Limited
ABN 75 001 458 000
250 Victoria Rd Gladesville 2111
ph 9816 4277 fax 9816 2509 www.melbastudios.com.au

Copies of our public liability available upon request

Schedule of Insurance

Class of Policy: Business Package Insurance
The Insured: MELBA STUDIOS PL & B BULLARD

Policy No: 131A347049BPK
Invoice No: 32778
Our Ref: MELBA

CERTIFICATE OF CURRENCY

QBE BUSINESS PACKAGE

Insured Name MELBA STUDIOS PL & B BULLARD

SITUATION 1 DETAILS

Business PHOTO STUDIO; SCHOOL & SPORTS

Situation 250 VICTORIA ROAD GLADESVILLE NSW 2111

Interested Parties BOO EQUIPMENT FINANCE LIMITED

BROADFORM LIABILITY SECTION

	Sum Insured
Public Liability	\$ 20,000,000
Products Liability	\$ 20,000,000
Goods in Physical Control	\$ 100,000
	Excess
Property Damage Excess	\$ 250

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to or cancellation of the policy of insurance.

Important Notice

This certificate has been arranged by us in our capacity as a broker. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.