



## Terms and conditions for Photography Services

- WEDDINGS -

## **1. Quality of the Work, Exclusivity and Good Conduct**

- a) In order to have the best possible outcome, the bride and groom must provide the photography team (INSTANTE) with all necessary information as well as grant access to all places significant to the wedding. Therefore, INSTANTE won't be responsible for any decay on the quality of the work if there are impediments or technical deficiencies at these places.
- b) The bride and groom should provide the team with access to food and drinks during the service.
- c) INSTANTE must be the only professional photography team present at the wedding. If that is not the case, we reserve the right to abandon the event, not having, the bride and groom, right to any indemnity or refund of any payments. Guests, however, may use their cameras freely, as long as they don't adversely affect the professionals work..
- d) If, during the service, any member of the team is exposed to anything that put him/her in danger and/or illegal acts, we reserve the right to abandon the event, not having, the bride and groom, right to any indemnity or refund of any payments.

## **2. Relation between the two parties**

- a) The bride and groom understand the total non-existence of a labor relationship with the team members of INSTANTE as well as any type of subordination.

## **3. Accountability, Backup and Delivery Times**

- a) The bride and groom, as event organizers, to reimburse INSTANTE for any damage caused to the equipment or its team members by the guests or other vendors.
- b) In the same way, the bride and groom are not responsible for any damage caused by negligence of INSTANTE and its team.
- c) In the unlikely impediment of the service be assured by INSTANTE, we pledge ourselves, in good faith, to find the best team available as a substitute.
- d) INSTANTE assures the backup of the finalized images for one year. After this period, the backup will be solely responsibility of the bride and groom.
- e) We pledge to do everything in our power to finalize the post-production phase in a maximum of 3 months. However, our priority is always the greater quality of the end result, and for that reason we reserve the right to extend this period when strictly necessary.
- f) The bride and groom are entitled to two revisions to the album drafts presented, pledging themselves to use them in a period of 30 days after receiving them. Extra revisions may have associated costs.
- g) Once the mockup is approved and sent to production to the album suppliers, the timing of delivery, foreseeably within the period of 2 months, will become out of our control, not being INSTANTE accountable for any delay.

## **4. Change of Date or Cancelation**

- a) The bride and groom must warn, in due time, INSTANTE to any change of the wedding date and hour. In the case of a change to a date or time in which INSTANTE is unavailable, or cancelation of the wedding, there will be no refunds of any payments.

## **5. Copyright and Image Use**

- a) It is mutually accepted that the right of property of the digital files resulting from the service, object of this contract, belong to INSTANTE, to whom belong the right, by portuguese law (nº1 do artigo 165 do Código de Direitos de Autor e Direitos Conexos), which give INSTANTE the option to sell the images to guest from the event, as well as utilize the image for its own photography business promotion on websites and social media.
- b) For the bride and groom, the use of the images are exclusively personal. No image may be utilized for any publication or advertizing, printed or online, as well as sold with financial compensation without INSTANTE permission.
- c) Photography is a form of art that depends on a specific style. It is author's work. As such, it's established that the bride and groom know and appreciate the style and INSTANTE's photographic approach the a wedding day coverage, which is presented in its website and in the pre-contractual stage. Therefore, INSTANTE reserves the right to select and edit the resulting images in consistency with its vision and style.

## **6. Terms for Annulment**

- a) This contract will be annulled in case of accident, illness or death by any of the parties, which prevents the fulfillment of the same, and in this case, there is no place for any request for compensation by both parties.