



Boutique Weddings NZ Ltd - Terms and Conditions

Acknowledgement of Terms and Conditions:

In booking the services of Boutique Weddings NZ, you acknowledge that you have read these terms and conditions and you understand and accept them. These terms and conditions form part of your booking contract.

Pricing:

Prices quoted apply to weddings held Monday to Thursday. Friday to Sunday weddings incur additional fees. Prices may be subject to change at any time, without notice, until your booking has been confirmed by Boutique Weddings NZ. Once your booking has been confirmed, all prices quoted will remain unchanged, however Boutique Weddings NZ reserves the right to charge for cancellation fees or additional costs for contingency arrangements if last minute changes are required

Confirmation fee:

A non- refundable Confirmation fee of \$750 is required to secure your booking with Boutique Weddings NZ. This fee is deducted from the total owing which is due 30 days before the date of your wedding booking. Bookings made within 30 days of the date required for services provided by Boutique Weddings NZ date require full payment.

Payment:

Payment must be made in full no later than 30 days prior to the date of your booking. We prefer payment by direct credit to our bank account. We also accept payment by cheque, Visa or Mastercard. If you are paying direct to Boutique Weddings NZ bank account from overseas any applicable international bank charges will be passed on to you. Payments by Visa or Mastercard incur a 3% admin fee. The clients are directly liable for all additional services provided but Boutique Weddings NZ will pay the separate service suppliers for their services from funds paid by the client to Boutique Weddings NZ

Cancellation Policy:

Cancellation must be communicated in writing directly to Boutique Weddings NZ. In the event of cancellation of your booking, Boutique Weddings NZ will retain your deposit to offset costs incurred including lost opportunity. If you cancel your booking within 90 days of the date booked on your Booking Form, you will be required to pay 50% of the total cost of your booking to cover costs incurred including lost opportunity. If you cancel your booking within 30 days of the date booked on your Booking Form, you will be required to pay 100% of the total cost of your booking. All cancellation fees are due and payable to Boutique Weddings NZ immediately upon cancellation by you. If individual service providers are cancelled by you prior to 30 days before the date booked on your Booking Form, additional fees or costs may apply depending on the supplier. If individual service providers are cancelled by you within 30 days of the date booked on your Booking Form, you will be required to pay their fees in full. Boutique Weddings NZ shall not be liable for any costs or expenses associated with cancellation of booking.

Weather Conditions

Boutique Weddings NZ reserves the right to reschedule or arrange alternative venues for any booking at any time for weather related reasons. In the event that your wedding needs to be rescheduled or requires a

change in venue due to changing weather conditions, Boutique Weddings NZ will contact all service providers involved in your wedding and endeavour to plan alternative measures to ensure you have a happy and memorable day. Depending on the amount of re-planning involved and the ability of vendors to reschedule, additional fees or costs in relation to each service provider may apply.

Rescheduling and/or change of supplier:

In the event that you choose to change a supplier once we have confirmed their services for you, a \$50 admin fee applies and cancellation fees may apply depending on the supplier. In the event that you need to reschedule the wedding, a fee of up to \$250 is payable to Boutique Weddings NZ to cover the extra planning involved. Boutique Weddings NZ will contact all the service providers involved and will organise this to the best of our ability to ensure you will have the best possible outcome. Additional fees or costs in relation to each service provider may apply.

Health & Safety:

Due to the nature of the mountainous environment we work in, you acknowledge and accept that participation in a wedding in this environment has an inherent risk, is potentially a dangerous activity, and includes potential hazards which mean there is a risk of injury to you and others (including permanent injury, mental injury, paralysis and death). You agree that all parties involved are responsible for their own personal safety, and you waive, release and discharge Boutique Weddings NZ from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence and breach of contract) whatever and however occurring (and including legal fees incurred as a result of any claim, whether it is valid or not) which may arise, at any time, from or in connection with, directly or indirectly, your wedding booking.

Payment to Boutique Weddings NZ of your Confirmation fee shall constitute a warranty by you that you and all others covered by your bookings are sufficiently fit, healthy and able to undertake the relevant arrangements at the point of departure and that you are not under any disability or health issue that could affect your ability to undertake the activity.

You agree to indemnify Boutique Weddings NZ against any actions, claims and demands arising out of any health issues or injuries incurred or arising out of your wedding booking, in New Zealand or in any other jurisdiction

Boutique Weddings NZ reserves the right to remove any person from any of the arrangements, or cancel or vary the arrangements, where Boutique Weddings NZ considers, in its sole discretion, that such person is not sufficiently fit and healthy to undertake the relevant arrangements.

In the event that you or any of your party requires medical treatment, you acknowledge that it is your responsibility to seek and obtain the necessary medical treatment. Such treatment will be entirely at your own expense. You accept that Boutique Weddings NZ is in no way responsible for seeking, obtaining or meeting the cost of any medical treatment required.

Compliance with instructions:

You acknowledge and agree that you will at all times follow the instructions given by Boutique Weddings NZ and the helicopter pilot or crew.

Delay and Changes required:

You acknowledge that due to factors outside our control, including weather conditions, we cannot guarantee any particular timetable and/or personnel for your Boutique Weddings NZ and you agree that no compensation is payable due to any delay or changes required.

No Liability:

You acknowledge and agree that:

- a. You have chosen of your own free will to undertake the wedding package specified and have relied on no oral representations, statements or inducements by Boutique Weddings NZ in making the booking.
- b. Boutique Weddings NZ accepts no responsibility for and will not be liable to you or any third party for any loss, cost or damage, including loss of enjoyment, suffered directly or indirectly by you or any third party.
- c. The maximum liability that Boutique Weddings NZ will have to you or any third party in any circumstances, including any claims of negligence, is limited to the amounts actually paid by you with respect to your booking.

Indemnity for Breach of Terms:

You agree to indemnify Boutique Weddings NZ for any loss or damage suffered by them as a result of, or in connection with, any breach of these Terms or any negligence or wilful default by you or any other person covered by your booking.

Force Majeure:

Boutique Weddings NZ shall not be liable for any delay or for any failure to fulfil its obligations under these Terms, or any obligations to you, if the failure or delay arises directly or indirectly from or as a consequence of any Force Majeure Event.

Personal Injury:

You acknowledge that you understand that under New Zealand law you cannot sue for personal injury in New Zealand and claims are handled by the Accident Compensation Commission ("ACC") pursuant to legislation.

Service Providers

Boutique Weddings NZ is a booking service. All service providers retained by Boutique Weddings NZ on your behalf have been chosen for their experience and professionalism. In the unlikely event of any disputes or dissatisfaction with any provider, the issue must be resolved directly between you and the specific service provider.

General

- a) These Terms may be amended by Boutique Weddings NZ at any time.
- b) You shall not transfer or purport to transfer, whether in whole or in part, any of your rights or interests under these Terms or any booking with Boutique Weddings NZ without prior written consent.
- c) No delay or failure to enforce any provision of these Terms is to be treated as a waiver of that provision, nor shall it affect Boutique Weddings NZ future right to enforce that provision.
- d) If a dispute arises between you and Boutique Weddings NZ in connection with any booking and/or these terms, the parties undertake in good faith to use all reasonable endeavours to settle the dispute by way of good faith negotiations.
- e) If any provision of these Terms is, or becomes, unenforceable, illegal or invalid for any reason it shall be deemed to be severed from these Terms without affecting the validity of the remainder of the Terms and shall not affect the enforceability, legality or application of any other provision of these Terms.
- f) You authorise Boutique Weddings NZ to provide personal information relating to you to third parties where required in order to provide services to you.
- g) These Terms constitute the entire agreement between the parties and any previous agreements, understandings and negotiations on that subject matter has no effect.
- h) These Terms are governed by the laws of New Zealand and subject to the exclusive jurisdiction of the New Zealand courts.



Alpine Image Company Ltd - Terms and Conditions

All capitalised words are defined in the definitions section below.

Acknowledgement of Terms and Conditions:

In booking the services of Alpine Image Company Ltd ("AIC"), you acknowledge that you have read these terms and conditions and that you understand and accept them. These terms and conditions form part of your booking contract.

Pricing:

Prices appear in \$NZD and, unless otherwise stated, include GST. Prices may be subject to change at any time, without notice, until the booking has been confirmed in writing by AIC. Once the booking has been confirmed, all prices quoted will remain unchanged, however AIC reserves the right to charge cancellation fees or additional costs for contingency arrangements if last minute changes are required.

Cancellation Policy:

Cancellation must be communicated in writing to AIC. In the event of cancellation of your booking, AIC will retain your Confirmation Fee to offset costs incurred and lost opportunity. If the booking is cancelled within 90 days of the date booked on your Booking Form, you will be required to pay 50% of the total cost of your booking to cover costs incurred and lost opportunity. If the booking is cancelled within 30 days of the date booked on your Booking Form, you will be required to pay 100% of the total cost of your booking to cover costs incurred and lost opportunity. All cancellation fees are due and payable to AIC immediately upon cancellation by you. AIC shall not be liable for any costs or expenses associated with cancellation of the booking.

Change of Booking Date:

Where a change to an existing booking date is requested, AIC will make reasonable efforts to accommodate an alternative date (if available), provided that, if AIC is unable to promptly reschedule another client for the original booking date, then you will be required to pay a further \$500 Confirmation Fee to compensate AIC for lost opportunity. If an alternative date is not available or cannot be agreed, the original booking date shall apply. Requests for changes to the booking date will incur an admin fee of \$50, and cannot be submitted less than 30 days before the current booking date.

NZIPP Standard Terms and Conditions:

AIC proudly abides by the New Zealand Institute of Photography (NZIPP) Standard Terms, licencing images to you for non-exclusive, personal use, worldwide, in perpetuity. Please see attached PDF or visit www.nzipp.org.nz. In booking the services of AIC you acknowledge that you have read, understand and accept the NZIPP Standard Terms. In the event of a conflict or inconsistency between the NZIPP Standard Terms and these AIC terms and conditions, these AIC terms and conditions shall prevail.

Weddings:

You agree that AIC shall be the exclusive photographer(s) retained by you for the purpose of photographing the wedding. Guests and wedding suppliers (or friends, acquaintances or relatives of wedding suppliers) may photograph the wedding provided the photos are *for personal use only* (i.e non-commercial use) and they do not photograph poses arranged by AIC. This overrides any terms agreed by you with other suppliers regarding image use.

Releases and Permissions:

You acknowledge and agree that you are responsible for obtaining model and /or property releases or permission from your guests for all aspects of the Photographic Works, including reproduction for the AIC's portfolios, awards, displays, competitions, social media and advertising. Copies of any releases or permissions shall be made available to AIC promptly, upon request.

Photography:

You agree that the photographs taken during the course of a booking and selected for editing and/or supply to you shall be subject to the AIC's sole artistic interpretation. While every reasonable effort shall be made to comply with your requests, failure by AIC to take or produce any specific photograph shall not be a reason or cause for you to make a claim for such missing photography, provided sufficient photographs have been taken to meet the coverage booked.

Archiving and Backups:

You acknowledge that you are responsible for the storage and backup of the Photographic Works supplied to you. While AIC will follow its usual backup procedure (if any), it is under no obligation to do so, and will not be liable if unable to produce backups or future reproductions of the Photographic Works upon your request. We recommend you implement your own storage and backup procedures.

Digital Works:

Your right to use the Photographic Works does not include the right to remove, alter or otherwise affect general rights information, including (without limitation) any notices or metadata accompanying or part of the Photographic Works which records creator details, copyright ownership or status of the Photographic Works. You shall not alter or remove any notices attached to the Photographic Works, and shall take reasonable steps to respect and preserve AIC's copyright and other rights.

Limitation of Liability:

Should AIC be unable to perform due to fire, accident, casualty, act of God, strike, illness or travel incident, AIC shall refund in full any payments made (excluding the Confirmation Fee, and less any direct costs) but AIC shall not have any further liability.

AIC shall not be liable for any loss or damage arising from, or non-performance due to, causes or events beyond AIC's control, including:

- (a) The Photographic Works being lost in the mail or in transit;
- (b) The Photographic Works deteriorating by whatever cause; and
- (c) The Photographic Works being otherwise lost or damaged.

Health and Safety:

Due to the nature of the mountainous environment we work in, you acknowledge and accept that participation in a wedding in this environment has an inherent risk, is potentially a dangerous activity, and includes potential hazards which mean there is a risk of injury to you and others (including permanent injury, mental injury, paralysis and death). You acknowledge that all parties involved are responsible for their own personal safety, but nonetheless agree to comply with any reasonable health and safety requirements or directions given by AIC. You also agree to take all steps necessary to:

- (a) Ensure your own safety; and
- (b) Ensure that no action or inaction on your part causes harm or risk to the health and safety of any other person.

You agree to waive, release and discharge AIC Ltd from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence and breach of contract) whatever and however occurring (and including legal fees incurred as a result of any claim, whether it is valid or not) which may arise, at any time, from or in connection with, directly or indirectly, your booking.

Definitions

AIC: means Alpine Image Company Ltd (including its officers, employees, contractors and representatives).

AIC Terms: means these terms and conditions.

Booking: includes appointments made for a wedding, viewing and any other meeting where AIC has set aside specific time to meet with or do work for you.

Licence: is a right granted by AIC to you to use the Photographic Works on the terms set out above.

Photographic Works: includes photographic prints, albums and digital images created by AIC.

Order: includes an order placed by you for the production of Photographic Works, an invoice, statement or Booking Form.

You, Your: means you, as the client(s) listed on the Booking Form.