

Terms and Conditions

- 1. Exclusive Photographer. UnderTheStars shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties.*
- 2. Deposit and Payment. The Client shall make a deposit to secure the time and services of the Photographer for the wedding as well as full acceptance of the terms and conditions stated herein. The deposit is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the Photographer due to cancellation. The deposit will be deducted from the cost of the Client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due when the images are delivered after the wedding day. Weddings that are postponed to a later date will retain the deposit as long as the UnderTheStars can re-schedule for the new date.*
- 3. Cancellation. The Client may cancel this Contract at any time by giving written notice to UnderTheStars but in doing so shall forfeit any monies paid. All cancellations must be in writing.*
- 4. Delivery Time. UnderTheStars shall deliver the images in 4 weeks following your wedding during non-peak period and 6 weeks following your wedding during peak period. UnderTheStars will inform you of any delay due to unforeseen circumstances in writing.*
- 5. Copyright and Reproductions. UnderTheStars shall own the copyright in all images created and shall have the exclusive right to make reproductions. UnderTheStars shall only make reproductions for the Client or for UnderTheStars' portfolio, samples, self-promotions, entry in contests, art exhibitions, advertisements, or editorial use. If the UnderTheStars desires to make other uses, UnderTheStars shall not do so without first obtaining the permission of the Client.*
- 6. Client's Usage. The Client is obtaining pictures for personal use only, and shall not sell said pictures or authorize any reproductions thereof by parties other than UnderTheStars.*
- 7. Failure to Perform. If UnderTheStars cannot perform this Contract due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that equipment malfunction, stolen, or otherwise damaged without fault on the part of UnderTheStars. In the event the Photographer fails to perform for any other reason, UnderTheStars shall not be liable for any amount in excess of the retail value of the Client's order.*
- 8. Attendance. UnderTheStars reserves the right to appoint another photographer to undertake wedding photography to his/her best ability in the unlikely event of illness or of scheduling conflicts. In the event of such substitution, UnderTheStars warrants that the photographer performing the duty shall be a competent professional.*
- 9. Inherent Qualities. Client is aware that color dyes in photographs may fade or discolor over time due to the inherent qualities of dyes, and Client releases UnderTheStars from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.*
- 10. Design of Album. The design of the album must commence within a year after the wedding. If no instruction is given by the Client after repeated contact by UnderTheStars, the work shall be considered as completed. Payment made up to point will not be refunded.*
- 11. Contracted Hours. The package signed will entitle the Client to the number of hours of service stated. In case of additional hours required, it will be charged accordingly.*
- 12. Governing Law. This agreement shall be governed by and construed in accordance with Singapore law.*



UNDERTHESTARS
PHOTOGRAPHY

