

PLEASE NOTE THAT THESE WEDDING TERMS APPLY ONLY TO WEDDING PROJECTS.

On our Platform, there are Wedding Creators that are used interchangeably and on a per-Wedding Project basis, depending on (i) the selected Wedding Project Parameters and/or (ii) availability of the Wedding Creator.

Curate does not own, control, offer or manage any Creator Services. Curate is not a party to the contracts entered into directly between **Creators** and **Clients**, nor is Curate an agency or insurer. Curate is not acting as an agent in any capacity for any Content Creator, except as specified in the Payments Terms of Service ("**Payment Terms**"). **To learn more about Curate's role see [Section 15](#) of our General Terms, and [to view our Payment Terms please follow this link](#).**

Please note that we maintain other terms and conditions and policies that supplement these Terms. For example, our [Privacy Policy](#), which describes our collection and use of personal data.

If you are a Creator, you are responsible for understanding and complying with all laws, rules, regulations, and contracts with third parties that apply to your Creator Services.

It is the responsibility of the Client to understand and comply with all laws, rules, regulations and contracts with third parties that apply to the Wedding Project.

1. DEFINITIONS

"Business Day" means any day other than a Sunday or national public holiday;

"Confirmation Date" means the date upon which the Client confirms their agreement of the Wedding Terms and the Schedule thereto by means of written confirmation notice;

"Pre-Production" means any services provided by Curate and/or the Wedding Creator to the Client, which work is completed or to be completed after the initial consultation with the Client and before the Wedding Date, including:

consultation services,

allocation of a Content Creator to the Wedding Project,

setting up of the Schedule for the Wedding Project, and/or

any other administrative tasks incidental to the Wedding Project;

"Production" means photography and/or videography services provided by the Content Creator to the Client on the Wedding Date in terms of the Wedding Terms read with the Schedule;

“Post-Production” means:

in relation to any Wedding Project that require **photography services**, the sorting, colour correction, editing, exporting and delivery of any images in any format, using any post-production software, subject to the content output specified in the Schedule, or

in relation to any Wedding Project that require **videography services**, the sorting, colour correction, sound design, subject to the content output specified in the Schedule;

“Payment” means the terms of payment as set out in Section 9 (**PAYMENT**) below (read with the Schedule);

“Schedule” means the electronic document provided to the Client, which document sets out the project parameters for the specific Wedding Project, including the specific payment terms as well as personal information of the Client;

“Service Fee” means the service fees charged by Curate as set out under our [Service Fee](#) page;

“Total Wedding Cost” means the original invoiced cost of the Wedding Project as set out in the Schedule, including any additional scope of work that may arise as set out under Section 11 (ADDITIONAL SCOPE OF WORK) below;

“VAT” means any Value Added Tax as that term is defined in section 1 of the VAT Act;

“VAT Act” means the [Value Added Tax Act 89 of 1991](#);

“Wedding Client” means any user that uses the Platform with the intention of procuring a Wedding Creator;

“Wedding Creator” means the Content Creator assigned to a particular Wedding Project as indicated in the relevant Schedule, including any additional Content Creator that may assist the Wedding Creator on the Wedding Day;

“Wedding Date” means the date on which the Wedding Project is to take place as communicated by the Client to Curate, or, in the case of a Wedding Project spanning over more than one day, the date agreed upon by the Parties in writing;

“Wedding Project” means any project as agreed upon between Curate, any Client and/or Wedding Creator and includes Pre-Production, Production and Post-Production;

2. PRE-PRODUCTION

The Pre-Production of the Wedding Project includes the following:

a consultation period between the Client, Curate and/or Content Creator not exceeding 60 (sixty) minutes,

allocation of a Content Creator to the Wedding Project,
setting up of the Schedule for the Wedding Project, and/or
any other administrative tasks incidental to the specified Wedding Project.

The Client, Content Creator and/or Curate may be involved in the Pre-Production of the Wedding Project.

Curate will maintain a comprehensive record of costs and/or disbursements incurred by Curate and/or the Content Creator during the Pre-Production of the Wedding Project. Should any aspect of the Pre-Production of the Wedding Project exceed the allocated time or Total Wedding Cost, Curate will provide the Client with a comprehensive statement of account and invoice accordingly.

3. PRODUCTION

The Content Creator will produce Content as set out in the Schedule on the Wedding Date.

Any shooting time that exceeds the original agreed upon shooting time on the Wedding Date will be regulated by Section 6 (ADDITIONAL SCOPE OF WORK) below.

The Client hereby agrees that the Wedding Creator is allowed a 5 (five) minute break for every 1 (one) hour of shooting time.

The Client hereby agrees to provide 1 (one) meal to the Wedding Creator.

Where the Wedding Project takes place more than 25 (twenty five) kilometres from the location of the Wedding Creator, travel expenses will be charged to the Client at a rate of R4.64 (four Rand and sixty four cents) per kilometre travelled.

Where the Wedding Project takes place more than 100 (one hundred) kilometres from the registered offices of the Wedding Creator, the Client must provide satisfactory accommodation to the Wedding Creator. This accommodation must be safe, clean and within a 15 (fifteen) kilometre radius of the location of the Wedding Project.

Where the Client fails to provide accommodation to the Wedding Creator for any reason whatsoever, the Client will be invoiced for any accommodation selected by the Wedding Creator.

4. POST-PRODUCTION

The Wedding Creator will complete the Post Production of the Wedding Project in accordance with the Wedding Schedule.

The Wedding Creator will ensure that at least 2 (two) copies of the original Wedding Content is kept in a secure location.

Where there is a delay in the Post-Production, such delay will be communicated to the Client immediately.

5. DELIVERY

Curate will deliver the Wedding Content to the Client as per the Wedding Schedule.

The delivery of the Wedding Content will be done via electronic means.

Where the Client requests expedited delivery of the Wedding Content, a surcharge fee will be charged.

Curate reserves the right to withhold the Wedding Content until payment is completed in terms of the Payment.

6. ADDITIONAL SCOPE OF WORK

Where the invoiced amount of time as per the Wedding Terms (read with the Wedding Schedule) is exceeded, the Client will be charged as follows:

any additional consultation or preparatory work will be charged at R800 (eight hundred Rand) per hour (or part thereof);

any additional Shooting Time will be charged at R1,300 (one thousand three hundred Rand) per hour (or part thereof) for photography and/or videography respectively; and/or

any additional time spent on Post-Production will be charged at R600 (six hundred Rand) per hour (or part thereof).

The Client hereby agrees to the surcharge rates as set out above.

A full statement of account will be presented to the client within 7 (seven) days after the additional scope of work has occurred.

The Client will pay over any outstanding amount in terms of this Clause 6 within 7 (seven) days by means of electronic funds transfer to the bank account of Curate.

7. STORAGE OF CONTENT

Curate will store the Wedding Content on a cloud-based storage folder for a period of 6 (six) months after the Wedding Date ("**Initial Storage Phase**"), to which the Client will have access after payment as set out under Section 9 (**PAYMENT**) has been received, and Curate will notify the Client no less than 7 (seven) days of the Initial Storage Phase lapsing.

8. USAGE RIGHTS

The Client hereby confirms that Curate and/or the Wedding Creator has the irrevocable, perpetual and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits and/or pictures of the Client in which they may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, or reproductions thereof in colour or otherwise, made through any medium, and in any and all media now or hereafter known, specifically including but not limited to print media and distribution over the internet for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever **except where otherwise agreed in writing**.

9. PAYMENT

The payment terms for the Wedding Project is as follows:

Pre-Production Payment

The Client must pay an amount not exceeding 25% (twenty five percent) of the Total Wedding Project Cost to Curate within 7 (seven) days after the Confirmation Date in order to reserve the services of the Wedding Creator ("**Pre-Production Payment Amount**"). This Pre-Production Payment Amount is further allocated to the Pre-Production expenses as per Clause 4 (PRE-PRODUCTION) above.

Production Payment

The Client must pay an amount not exceeding 50% (fifty percent) of the Total Wedding Project Cost on or before the Wedding Date to reserve the services of the Wedding Creator ("**Production Payment Amount**").

Post-Production Payment

The Total Wedding Project Cost less the Production Payment Amount and the Production Payment Amount ("**Post-Production Payment Amount**") must be paid within 8 (eight) weeks following the first Business Day after the Wedding Date, subject to Clause 13 (BREACH) below.

10. SERVICE FEES

This Service Fee, which is split between the Client and the Wedding Creator, helps to run the Platform and includes services such as customer support, project management and administrative work. [For more information on our Service Fee, see this page.](#)

11. POSTPONEMENT OF WEDDING PROJECT

If a Wedding Project is postponed for any reason whatsoever, Curate will be granted a first right of refusal to complete the Wedding Project on materially the same terms and conditions on the revised Wedding Date ("**Postponed Wedding Project**").

If Curate for whatever reason is unable to complete the Postponed Wedding Project, we will notify the Client immediately. The Client may then proceed to procure the services of any other Content Creator.

If Curate refers the Client to a new Content Creator, Curate is entitled to a discretionary referral amount not exceeding 10% of the original Total Wedding Project Value.

12. CANCELLATION OF WEDDING PROJECT

Each Party must inform the other by means of written notice of the cancellation of the Wedding Project ("**Cancellation Notice**").

If a Wedding Project is cancelled by the Client:

more than 6 (six) weeks before the Wedding Date, a cancellation penalty amounting to no more than 15% (fifteen percent) of the Total Wedding Cost will be charged to the Client ("**First Cancellation Penalty Fee**").

less than 6 (six) weeks, but more than 1 (one) week, before the Wedding Date, a cancellation penalty amounting to no more than 25% (twenty five percent) of the Total Wedding Cost will be charged to the Client ("**Second Cancellation Penalty Fee**").

less 1 (one) week) before the Wedding Date, a cancellation penalty amounting to no more than 50% (fifty percent) of the Total Wedding Cost will be charged to the Client ("**Third Cancellation Penalty Fee**").

The First Cancellation Penalty Fee, Second Cancellation Penalty Fee or Third Cancellation Policy Fee will be set off against any amount paid in advance by the Client to us (i.e. Pre-Production Payment Amount or Production Payment Amount, depending on the context) and the balance will be paid over to the Client within 2 (two) weeks of the Cancellation Notice being received by Curate.

13. BREACH OF WEDDING TERMS

In the event of the Client:

failing to fulfil on due date any of the terms of this agreement;

failing to make any payment in terms of clause 9 (PAYMENT TERMS);

Curate shall be entitled, after having given the Client 10 (ten) days written notice to remedy such breach, to either:

cancel this agreement without further notice to the Client, in which event Curate shall be entitled claim such damages as we may have suffered pursuant to such breach or cancellation from the Client; or

to claim immediate payment of the Total Wedding Cost and the fulfilment of all the terms and conditions hereof and claim such damages as he may have suffered pursuant to such breach from the purchaser.

any amount which is not paid on due date, shall bear interest at a rate equal to the prime overdraft rate of Curate's bank, calculated from the due date, until payment thereof, which interest shall be paid by the Client to Curate upon demand. A certificate rendered by Curate's bank manager shall serve as prima facie proof of the prime overdraft interest rate.

In the event of Curate and/or the Wedding Creator committing any breach of this agreement, the Client shall likewise notify Curate in writing of such breach and require us to remedy such breach within 10 (ten) days of such notice.