

Contracting Terms and Conditions

This closure will confirm the agreement between “Noiva Wedding (hereinafter called “Noiva”)” and the client () to provide “Wedding Service (hereinafter called “the service”)” in a quick and efficient manner based on mutual trust. This application includes important information, please read the terms and conditions before signing the contract. If you have any questions, please feel free to contact us.

NOW IT IS HEREBY AGREED as follows:

First Amendment: Contract formation and outline

1. Photo Service (hereinafter called “This service” in this chapter) is to take pictures of the contents written in “Photoshoot Service” on the application form and provide the products utilizing the pictures from the photoshoot.
2. The Service Fee (hereinafter called “Photoshoot fee”) is as is written on “Quotation” and “Application Form”.
3. This service and contract will be finalized by the client signing this application and making the deposit with the specified method. After the application is signed and deposit is made, Noiva will start the process of necessary reservations for the photoshoot.
4. Noiva will select and provide a photographer after considering your requests. If the arranged photographer cannot attend due to medical crisis, accidents, act of nature, or other emergency reasons, it will be Noiva’s responsible and expense to provide the replacement.

Second Amendment: Photo data

1. Data, and the products produced based on the pictures from this photoshoot, will be delivered by “delivery estimated date” in the application. We apologize in advance for the late delivery due to any unforeseen circumstances.
2. Copyright (including copyrights #27 and #28) and intellectual property rights for the data and the products produced based on the pictures from this photoshoot belongs to Noiva, however, clients are able to divert, process, and other secondary use only for personal use in this service (not intended for professional or commercial uses).
3. With the approval of the clients, Noiva may utilize some pictures from the photoshoot for our company advertisement.

Third Amendment: Cancellation and Change of Date by Client

1. If the cancellation of this service at the client’s discretion after the contract is finalized, a “Cancellation Fee” will be charged, depending on the timing of the cancellation. “Actual Cost” (hereinafter called “AC”) indicates the damages, outsourced photographer, cancellation fee for the merchandises and assignments, paid venue fee, and the rest that occurred by the time of cancellation. If more than one condition applies from ①~④, the greater the Cancellation Fee will be.

① 30% of Estimated Fee (after tax) + AC

- After the contract is finalized and before the location is selected.

② 50% of Estimated Fee (after tax) + AC

- After the location is selected and before the makeup artist will be reserved.

- ③ 75% of Estimated Fee (after tax) + AC
- 7 days prior to the day before the shooting day.

- ④ 100% of Estimated Fee (after tax) + AC
- The day of photoshoot

※ If the location is selected before the contract is made, ②~④ will be applied as a Cancellation Fee.

2. In general, 50% of ②~④ plus "AC" will be charged for rescheduling fee. Note, however, that if clients have specific date changes and other special occasions and circumstances Noiva accepts, different rules would be applied.

Fourth Amendment: Disclaimer

1. Please be cautious that Noiva is not responsible for any accidents and property losses under the client's control in the process of photoshoot unless Noiva has a deliberate intent or fault.
2. Please understand that Noiva cannot comply with refund and discount in the case of bad weather on the photoshoot day. Noiva has the best interest of the clients in mind to make necessary adjustments, reschedule if possible, however, it is not 100% guaranteed to be able to meet these requests. Please note the Cancellation Fee section if the clients decide to cancel the photoshoot.

Fifth Amendment: Client's privately supplied items

1. If the client intends on bringing their own dresses, bouques, or any types of items, please let Noiva know in advance.
2. An Attending Fee will be charged if Noiva needs to attend these other privately supplied items, as described above, or any items from other businesses to be used for "the service", even with requests to Noiva in advance. Noiva accepts no responsibility for issues in communications.

Sixth Amendment: Payment Due Date

1. Noiva will issue invoices with an appropriate shooting or production fee for the photoshoot.
2. The clients are required to make a payment with the full amount invoiced as described previously via bank transfer. The payment needs to be transferred the day before the shoot using the account below. Please note that clients are responsible for the bank transfer fee.

Paying Bank : Bank of the Ryukyus, Ltd. SWIFT Code : RYUBJPJZ Address : 1-11-1 Kumoji, Naha, Okinawa, Japan Beneficiary's Name : All Decoration.inc Branch : Shintoshin No : will be informed when the application is finalized
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3. If any additional fees are incurred, it will be charged on the day of shooting.

Seventh Amendment: Travel Cost and Expenses

Noiva will appoint the locations for all the meetings for "The Service" based on this contract in principle. If we need to adjust the locations upon the client's request, transportation fee (including gas) for Noiva could be charged separately. If there are costs other than transportation, it will also be the responsibility of the clients.

Eighth Amendment: Cancellation by Noiva

Noiva will cancel the contract at own discretion in any of the following cases.

- ① Clients proved to be in an organized crime group, affiliation with members, any affiliation with so called antisocial organizations, and possibly engage in other illegal laws and/or against public policy.
- ② Possibly create an inconvenience to other clients.
- ③ Noiva does not hear back from clients about the business communications for more than 2 weeks.
- ④ Noiva feels they cannot meet the client's needs.
- ⑤ Wedding venues could not be used because of the act of nature, financial crises, and other events not attributed to Noiva.

Furthermore, we apologize in that Noiva will not pay for the damage and loss done by the cancellation as described above. For ①, ②, and ③ clients are responsible at a given cancellation fee.

Ninth Amendment: Third Party Consignment

Noiva is allowed to entrust a portion of operation to third parties to produce "the service" for this contract.

Tenth Amendment: Damage Compensation

Noiva provides compensations for damages caused by a deliberate intent or fault of Noiva, however, the maximum amount of compensation is the same price of the shooting fee or the production fee estimated.

Eleventh Amendment: In Case of Typhoon

If a Typhoon is forecasted on the day of shooting, clients will be asked to decide by weather forecast as a decision to whether:

- ① to execute on scheduled date.
- ② to postpone.

When the clients decide ② to postpone - there will be no extra charge to reschedule the date. Please be cautious that when the clients choose ① to execute, but Noiva is not able to provide "the service" by the weather conditions, the clients are still responsible for the services.

Twelfth Amendment: Personal Information

Noiva will strictly and properly control clients' personal information and will only utilize the information as described below.

- ① Contact to provide "The Service" and to give notice about new products, plans, and events.

