

# ELATION

DOCUMENTARY PHOTOGRAPHY

## SESSION TERMS & CONDITIONS

### BOOKING & PAYMENT:

- Full payment is required (for all sessions except weddings) to secure your booking and retain your date.
- For weddings and elopements a non refundable retainer is required to secure your booking and book your date, the outstanding fee is due within two weeks of your big day.
- Invoices sent on request otherwise I will send my payment details directly via What's App.
- Full payment indicates you have agreed to all terms and conditions regardless of whether you have signed this document or not, payment is considered a binding agreement.

### EDITING TURN AROUND, PROCESS & TIMING:

\*\*\* MY TURN AROUND TIME WILL VARY DEPENDING ON MY EXISTING WORK SCHEDULE, PLEASE EXPECT AN 3-6 WEEK TURNAROUND ON YOUR GALLERY.

- No re-editing of images is allowed whatsoever; this includes adding filters, cropping, or altering the photographs in any way at all.
- Any sneak peeks sent to clients via What's App are sent in good faith and understanding that a) these are not the final images and b) they may absolutely NOT be posted to social media — the app reduces the quality of images and they are again further reduced when posting to social media — this constitutes a direct violation of my brand image as my business is judged on the quality of these images.

### RESCHEDULING, CANCELLATION & POSTPONEMENT:

- Outdoor family and portrait sessions will go ahead except in gale-force winds or rain.
- Sessions may be postponed or reschedule once with fair warning with due consideration to my booking schedule — fair warning constitutes at least two weeks thus allowing me to re-sell that time.
- Should a session be postponed more than once I reserve the right to charge for loss of time and income at a flat rate of R1000.
- Session that are cancelled will be issued a photography voucher to be used within 3 months of the cancellation date — voucher are not transferable and for any reason should the voucher not be used the booking will be forfeit.
- Sessions cancelled within a week of their scheduled booking will forfeit their full session fee.
- Wedding and elopement bookings that cancel will forfeit their non-refundable retainer.

### MARKETING:

- All photos will be used as marketing material for my work and will published on my website and social media pages.
- Upon booking it is assumed that you have read and accepted all terms and conditions regarding use of images to market my work.
- If you wish for your images not to be published this needs to be made clear at the time of booking.

### OVERTIME:

- Sessions that run over time will be charged pro rata at my hourly rate.

### PERMISSIONS:

- It is the clients' responsibility to schedule and receive permission to use various locations for photography, including the wedding and reception locations and any other locations used during the day. Should a location require a payment, this payment will be paid by the clients.

### IMAGE SELECTION:

- I will choose the final deliverable images that best represent the session experience and my photographic work.
- Please note that shoots of this nature depend largely on the willingness of the subjects and circumstances of the day; I will not be held liable for any unforeseen circumstances or conditions (within reason) that may affect the deliverable number of images or selection of images.

### IMAGE GALLERY HOSTING:

- Images galleries are hosted for 3 weeks, thereafter access will expire. Further access incurs an admin fee.
- Once the files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future.
- It is the client's responsibility to back the images up on another format such as a hard drive. This is the same for the use of Pixiset.com or other cloud storage service. Once the images are in the hands of the client, it is the client's responsibility to download and save the images within a months time.

### TRAVEL:

- Local travel is included in my hourly rate.
- Out of town bookings will be charged R6 per km after 100km.

### FAILURE TO PERFORM:

- Due to the limited and subjective nature of the event EP cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the photoshoot, or location restrictions.
- EP is not responsible for lost photo opportunities due to any kind of equipment malfunction, the lateness of the event couple, or other principles.
- It is acknowledged that any lists submitted to EP will be used for organizational purposes only and in no way represents the product that will actually produce. EP will do their best to fulfil all requests but can make no guarantees all images will be delivered.

### UNFORESEEN CIRCUMSTANCES CLAUSE:

- If EP, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then EP shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement.
- This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of EP.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED, READ, AND UNDERSTAND THIS AGREEMENT'S CONTENTS BY PAYING.

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