



EVENT TERMS & CONDITIONS

1. This agreement contains the entire understanding between ELS Photography and the Client. It supersedes all prior and simultaneous agreements between the parties. Only those changes or modifications specifically placed in writing, attached, dated and signed by the Clients and ELS Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.
2. Upon receipt of deposit, ELS Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation deposit is non-refundable, even if the date is changed or the event cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted event photography package.
3. In the event that the Client cancels the contracted services as outlined in this contract before the event takes place, the deposit will be forfeit. ELS Photography agrees to refund all *additional* paid money (less expenditures for which receipts will be provided), to the client in the following amounts: more than 12 weeks' notice 100%, 12 - 4 weeks 50%, less than 4 weeks 0% refund.
4. The Client understands and agrees that the entire amount owed for the event photography package is due two weeks before the date of the event.
5. The details of the event arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing. Changes on the day to be made via phone call.
6. The Client is responsible for the costs of any accommodation if required by the photographer.
7. If a booking is made for 4 hours or more the client will provide food for the photographer.
8. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. ELS Photography will make every effort to secure a replacement photographer of the same professional standing and ability able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.
9. ELS Photography takes the utmost care with respect to exposure, transportation and processing of photographs. However, in the unlikely event of the Client's photographs being lost, stolen or destroyed for reasons within or beyond ELS Photography's control, the latter's liability is limited to the return of all payments received for the event package, together with the reasonable costs of restaging photographs of the couple and their families at a later date.
10. The Photographer will document the events in a candid manner and take formal portraits as necessary. The client should provide a full list on the details form of formal photographs required including names and relationship to the client.
11. Prior to or during the event, the Client may inform the photographer of subjects which they would like photographed, but the final content of the images is at the discretion of the Photographer.



12. Although every possible care will be taken to produce photographs of all important and special events, ELS Photography cannot place an unconditional guarantee on the above.

13. The client will receive an edited selection of high-resolution JPEG digital images. The entire copyright in the photographs is retained by the photographer at all times throughout the world. The client must seek permission for use beyond reproduction and printing for friends, guests and family.

14. The Clients hereby allow the photographer to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the clients.

15. The Client understands that no photographs will be released before 5 working days unless previously agreed to.

16. The client understands that no unedited images will be released. All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client shall be deemed correct. Extra retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

17. The photographer is limited by the guidelines of the ceremony official or the reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is The Client's responsibility; ELS Photography will offer technical recommendations only.

18. ELS Photography will be the only professional photographer on the day of the event. ELS Photography reserves the right to ask other people to refrain from taking photographs at key times, if it is considered that this may compromise the quality of the photographs.

19. ELS Photography will not tolerate any level of verbal abuse or aggression. Either will result in the immediate suspension of coverage.

20. Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

21. If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.