



Terms & Conditions – Photography & Filming (Except weddings & product photography)

1. Description of Parties

- 1.1. The “Client” (or “you/r”) herein refers to the person or organisation, its representatives, successors, assignees, agents and affiliates or family members requesting the provision of photographic services and supply of photographs.
- 1.2. The “Photographer” (or “us/our/we”) refers to Eve Smith Productions and all its photographers, videographers, directors, shareholders, representatives, associates, assistants, affiliates and/or assignees.

2. Agreement between Parties

- 2.1. Any payment made to us (booking fee/vouchers amount and/or final balance settlement) indicates that you have read and understood all the terms and conditions as set out in this document, in its entirety;
- 2.2. Your payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly, and in writing, prior to accepting our service. No variation of the terms and conditions of this contract shall be recognised unless explicitly agreed to in writing.
- 2.3. The commencement of the shoot signifies the acceptance of the Quotation in its entirety, and the adoption of this agreement and all its terms and conditions by all parties.
- 2.4. This agreement shall be governed by the laws of the Republic of South Africa.

3. Privacy Of Personal Information

- 3.1. Eve Smith Productions collects basic contact information from you when you fill in a form on our website. Basic information includes your name, email address and phone number.
- 3.2. Eve Smith Productions is committed to protecting your privacy and the confidentiality of any personal information that you provide to us. We do not sell, trade or otherwise transfer your personally identifiable information to outside parties.
- 3.3. The information you provide is only used to help us respond to your service and support needs.
- 3.4. For more details regarding our Website Privacy Policy, click [HERE](#)

4. Services Rates & Packages

- 4.1. Our rates and packages are valid for a limited time only and are subject to review from time to time, as we see fit. If you have received a quotation from us in the past or viewed our Packages on our website, you are by no means guaranteed of said rate, unless it is our current rate or has been expressly confirmed by us. Quotations are valid for 14 days only.

5. Booking Reservation

- 5.1. A non-refundable booking fee is required to reserve your session date and package with Eve Smith Productions, as per our Invoice/Quotation.
- 5.2. Bookings are made on a strictly first-come-first-served basis. Session date & time will only be secured upon receipt of the booking fee.

6. Booking fee and Payment

- 6.1. Your fee is made up of a booking fee and balance, payable before/on your booking date and is not refundable if the session is cancelled. It covers our time and talent in preparing for your session, and secures your booking date at current prices (subject to change from time to time, which might include any future sessions).
- 6.2. A 50% booking fee of the hourly rates amount is required upon acceptance of the quotation. Smaller packages will require 100% booking fee.
- 6.3. If a Makeup\Hair Artist is booked for you, 100% of his/her fee is due 24 hours upon booking the shoot.
- 6.4. If not shot in studio, a 100% of travel expenses, accommodation and hiring costs are payable before the start of the assignment.
- 6.5. Booking for the service is only confirmed once the booking fee has been received. Unless agreed to by pre-arrangement, no session will take place without a booking fee Proof of Payment received at least 72 hours prior to the booked session day.
- 6.6. Billing hour starts upon entry in the Photographer's studio/client site and ends upon leaving the Photographer's studio/client site. A part of an hour longer than 10 minutes will be billed as a full hour.
- 6.7. Invoice for the balance of payment will be issued on request once the quotation has been accepted and booking fee paid.
- 6.8. Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at its request, the Client shall give approval to and be liable to pay such extra expenses or fees, at the Photographer's normal rate, in addition to the original estimate agreed. A quotation is deemed an estimate of how long the shoot will take. The photographer will not be held to the quotation if the shoot takes longer than estimated. If the time quoted is not enough the Client will be informed as the shoot progresses and has to decide whether to continue and pay extra expenses or stop and forfeit the photos not taken yet.
- 6.9. No images or products will be processed nor provided until we have received full payment, within 24 hours of the service rendered or the payment period agreed.
- 6.10. Should the payment balance not have been paid 20 days after the photo session, a Final Notice will be sent to the Client requesting they make arrangements for payment within 30 days from the date of the Final Notice. If no arrangement for payment is made during the 30 days from the Final Notice date, the client's image gallery will be deleted and the Client will have no claim on the fees already paid towards that photo session.

7. Additional Fees

- 7.1. The client is responsible for any additional travel fees at current AA rates.

- 7.2. Where additional expenses are incurred by Eve Smith Productions due to changes in the original brief by the Client or by circumstances beyond the Photographer's control, the client agrees to pay such reasonable expenses and/or fees at the Eve Smith Productions' normal rates.
- 7.3. Any additional fees due to the client's choice of location (e.g. entrance fees, venue fees, etc.) will be for the client's account. The client is responsible to confirm whether any such fees are applicable and for making any necessary arrangements in advance to use the relevant venue as location.
- 7.4. Where the client is charged an hourly rate 'on location' (eg Event photography), the time charged on location includes everything from the time Eve Smith Productions arrives at the first shoot location, till the time Eve Smith Productions packs up and leaves the last shoot location.

8. Non-payment or Breach of Contract

- 8.1. In the event of non-payment or other breach of this agreement by the client, the Client shall pay all the Photographer's costs and expenses incurred in enforcement of the terms of this agreement, including the Photographer's attorney's fee and the License to Use contemplated in this agreement shall not exist and be of no force or effect.

9. Cancellation/Rescheduling of Photo or Video Session

- 9.1. Any booking fees paid are **non-refundable**, should you decide to cancel your shoot. If you have to re-schedule, please do so at least 7 days prior to your booking date, so that we have time to fill your booking slot.
- 9.2. Last minute reschedule (i.e. 24hours or less notice) will be penalised for an extra charge of 50% of the booking fee paid for that session slot. However, you may reschedule your session at no extra charge only in the following cases (Please notify us as soon as possible and preferably 24 hours in advance, if possible) :
 - 9.2.1. If you or anyone else booked to be part of the shoot is ill
 - 9.2.2. Family emergency
 - 9.2.3. Death in the family
 - 9.2.4. Other life-altering situations
- 9.3. If you have booked an outdoors/weather dependent photo or filming session, we will contact and advise to re-schedule due to unsuitable weather, should your booking date be flexible. Your session will then be moved to the next suitable/available date at no additional cost.
- 9.4. On the session day: If the weather suddenly takes a bad turn and the Client decides to postpone after The Photographer has started the trip to the location, the Client will be liable for the full mileage travelled for the round trip back to the studio plus 100% of any rental fees or other actual expenses.

10. Location, Session Duration and Punctuality

- 10.1. The session duration will be according to your selected package in studio or at the location of your choice (additional travel costs may apply).
- 10.2. If on-location: Generally early morning or late afternoon is the best time to allow for ideal lighting conditions (exact time dependant on season).
- 10.3. Please be on time for your photo and/or filming session, whether it is at your home, on location or at our studio. Please let us know if you are running late. However, please be aware that we have other responsibilities after your session therefore your slot will still start at the scheduled time and not at the time of arrival, which will result in less time for your session and possibly less final images or footage.

10.4. Late Arrival & Penalty Fees: A penalty fee of R250 per 15min late will be charged and due before processing of your photos/footage. Please note the session will be cancelled if you are more than 30 minutes late and any fees paid towards it will be non-refundable. In which case the client will have to reschedule the session at an additional cost, when we have a suitable opening available. In the case of vouchers, your allocated session slot will result in the voucher being deemed fully honoured and now void.

10.5. Should you decide not to show up for your session without informing us as per points 9.1 and/or 9.2 above, the photos session will be deemed completed and any fees paid towards it will be non-refundable. In the case of vouchers, not showing up for your allocated session will result in the voucher being deemed fully honoured and now void.

11. Copyright & RAW footage

11.1. In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended, the provisions of Section 21 (1)(c) shall not apply to the work(s) to be made in terms hereof and the photographer will be the author of the work(s) and the copyright subsisting therein.

11.2. Eve Smith Productions is hereby recognised and constituted as the Author of the commissioned works (images, video and products) produced and shall be the owner of the copyright therein in South Africa and throughout the world and acknowledged as such.

11.3. The client is hereby granted an Exclusive Licence for Use in South Africa by Eve Smith Productions (which may not be transferred or assigned without the express written consent of the Photographer) – for personal use only – conditional upon receipt of full payment, within the payment period agreed. No other right besides those specifically included in the licence are granted in respect of the work(s). All rights not expressly granted to the client, remain the exclusive property of Eve Smith Productions.

11.4. No images or footage produced by Eve Smith Productions may be edited or reproduced in any manner without explicit written consent. Unless agreed to in writing, the client may not redistribute any photographs or videos for profit, commercial endeavours, professional display, photographic competitions or any use other than your own private use.

11.5. All photographic and film materials, including but not limited to digital files, remain the exclusive property of Eve Smith Productions.

11.6. RAW & unedited files will **not** be provided to the client under any circumstances. Photos not selected for editing will be deleted. (The exception to this is when a contract is negotiated before booking, and the appropriate fee is charged (commercial use). In this case, the client agrees that Eve Smith Productions is in no way responsible for the any of the RAW files supplied after the session is concluded. The client will also not link any of the RAW photos and resulting images to Eve Smith Productions).

12. Editorial Use and Styled Shoots

12.1. The Client and/or fellow Service Provider/s agrees to provide a credit line (byline) in the form of the Photographer's trade name (Eve Smith Productions) in type no smaller than the nearest text and immediately adjacent to the image used, or the editorial fee is converted to the full commercial rate. All service providers hereby agree to give credit to Eve Smith Productions for all images and film produced and provided to them by Eve Smith Productions, as described above.

13. Model Release, Consent and Photographer's Use of Images

13.1. Eve Smith Productions retains the right to use the videos, photographs or images in any manner, at any time and in any part of the world for self-promotional purposes – including but not limited to advertising, publication, publicity, display, web content or anything else (except pornographic or

defamatory) promoting our business. The client hereby releases Eve Smith Productions and its legal representatives and assigns from all claims and liability in relation to said photographs and videos.

13.2. Eve Smith Productions respects privacy. If the Client does not want any session images posted publicly on any medium, the Photographer must receive written objection before the booked session date. It is the Client's responsibility to inform the Photographer of any religious/cultural considerations before the session date.

13.3. The client hereby consents and agrees that Eve Smith Productions has the right to take photographs\video of you and/or your child(ren), pets and/or property, if applicable. The client hereby certifies that he/she is the parent or legal guardian of any minor(s) as represented in this contract, if applicable and have the legal right and authority to execute the model release, as stipulated in this contract, on behalf of the minor(s) – to be used as described above.

14. Liability

14.1. INJURY: In the unlikely event that the photographer is injured, becomes too ill or is medically unable to photograph or film the session, Eve Smith Productions will make every effort to schedule a make-up session at the next available date at no additional cost, or return the client's booking fee should we be unable to do so.

14.2. CAUSE BEYOND CONTROL: If the photographer cannot fulfil this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, we will return the client's booking fee/fees paid, but shall have no further liability with respect to this contract.

14.3. CORRUPTED FOOTAGE: Eve Smith Productions takes the utmost care to prevent this, but in the unlikely event that images or footage have been lost, stolen, damaged or destroyed for reasons within or beyond Eve Smith Productions' control, liability is limited to the return of all payments received for the session.

14.4. INCIDENT: Although Eve Smith Productions will do our best to avoid any accidents and/or incidents from happening, the client releases all employees of Eve Smith Productions, from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session.

14.5. EQUIPMENT FAILURE: Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer/videographer will not be responsible for photos or videos that are not produced due to technical failure.

14.6. CLAIMS: The Client agrees to indemnify the Photographer against all liabilities, claims and legal costs arising out of the Client's unauthorised use of the photographs and\or video material.

14.7. 3RD PARTY: Eve Smith Productions is by no means responsible for the quality of services (printing and other) provided by its business partners/other 3rd parties.

14.8. Children & Pets:

14.8.1. The Client shall be responsible for the behaviour of every persons or pets accompanying them to a photo session in studio or on location. Eve Smith Productions will not be held responsible for any accident to children/pets nor damage to public or private property during the photo session. The Client remains responsible for cleaning up and take home any mess made by the pet(s).

14.8.2. The Photographer reserves the right to terminate any session without notice if he/she deems the Client's behaviour (or the behaviour of any person or pets accompanying them) to be unruly or unsafe. In such instances, the Photographer reserves the right to charge his full fees and expenses as described above of these Terms and Conditions. The Client will fully reimburse the Photographer for any loss/damage they cause to property or equipment.

15. Images & Products

- 15.1. ARTISTIC INTERPRETATION: Eve Smith Productions reserves the right to artistically interpret, capture and represent any scene, for instance resulting in some images being colour and some B&W. Should the images be rejected for any reason whatsoever after the shoot, the client will still be liable for the payment of the Invoice based on the final Cost Estimate in full. Photographer will not reshoot nor refund if Client is dissatisfied with the outcomes that are out of Photographer's control: ie. Body weight or appearance, positioning or pose, weather, styling choices, non-cooperation of individuals etc. No License for Use will be granted in respect of rejected images notwithstanding payment as aforementioned.
- 15.2. SUBJECT COOPERATION: Eve Smith Productions is not responsible if Client and/or key individuals fail to appear or co-operate during photo shoots, or for missed or compromised images due to details not revealed to Photographer. The session can be rescheduled at the original fees and no refunds will be given. Client also agrees that their session not be attended by anyone other than the individuals appearing in the photos or parental guardian in the event of minors being photographed, and parental guardians will not compete with Photographer for Client's or subject's attention during session time. Client also accepts full responsibility for minors in their care in attendance of sessions; this extends to said minor's behaviour/co-operation and/or to any damages incurred to Photographer's property by said minors.
- 15.2.1. The Client should keep in mind that Toddlers that stay home with a single caretaker and rarely leave the house will find the photography experience to be challenging and frightening. Eve Smith Productions will not be held responsible for the Client's child being frightened by studio strobes going off and becoming totally uncooperative.
- 15.3. EDITING STYLE: Eve Smith Production's editing style is as per previous work done and documented on the Blog page (<https://www.esproductions.co.za/blog>) Unless a specific editing request is made by the client in writing prior to the shoot date, only basic skin retouching, eg removing blemishes, will be performed on the main model. Advanced editing such as nip-and-tucks, skin smoothing and retouching will incur extra cost unless discussed and agreed to in writing prior to the session.
- 15.4. OUTFITS AND JEWELRY EDITING: Standard post editing does not include removing items or jewellery that the client forgot to remove. It also excludes ironing clothes, removing excessive lint, changing the colour of a piece of clothing and painting fingers & toenails. This type of retouching can be done at extra cost.
- 15.5. EXTRA EDITING: Any additional editing request must be communicated within 2 weeks of collections of the product and could be subject to additional charge depending on the nature and extent of the request.
- 15.6. IMAGE QUANTITY: The quantity of images depends on your selected package and final images are carefully selected by us. Eve Smith Productions will do our best to ensure that you have a reasonable amount of final images, but there is no guarantee of the quantity of images provided, due to many factors and variables contributing to the photo session, including, but not limited to the weather, the cooperation of yourself, your spouse, children and/or pets, etc. – for which we will not be held liable. No images will be “re-done” on account of models not co-operating.
- 15.7. DELIVERY: Depending on the chosen package, you may receive some “teaser” images shortly after your photo session, either via Facebook (to share) or by email. You will receive a URL/USB/ with all edited high resolution images (for printing) and low res images (for online sharing) within 14 days of your photo session date – either collected from us, downloadable from the cloud or mailed to you through registered mail/courier to the address provided by yourself and at additional cost to you (to be quoted for on request). Uploading the same images on the cloud again due to failure to download the original link before the expiry time will incur a charge of R500.

15.8. FILMING: All main films, regardless of the time on location, are filmed for and edited for the 'short-form' (Highlight clip of 3-5minutes). On request, films can also be edited with a longer '30-45min feature film' style edit if Eve Smith Productions is notified in writing at least 15 days before the event day and quoted accordingly (eg capturing the event or ceremony in full). Other than the Highlight clip, any extra film the client wishes to have needs to be clearly communicated to and quoted separately by ES Productions (eg capturing full speeches or guest messages).

It is the client's responsibility to ensure he/she is clear as to what the final product(s) will be received.

FOOTAGE LENGTH: Whilst we aim to film as much as possible during the event, we cannot guarantee a minimum amount of footage that will be taken on the day or a minimum length for a highlight film; this is due to the 'live-event' nature of the day and the unique structure of each individual event.

COMPILATION TIME: Film compilation & completion will take between 2 to 8 weeks. To adhere to copyright law Eve Smith Productions will choose appropriate royalty-free music as background music to your clips; The client undertakes to notify Eve Smith Productions in writing within 7 days of receipt of the final URL/USB if they notice any faults or playback issues; Eve Smith Productions will make every reasonable attempt to resolve such faults or issues; Should no faults be reported in writing by the client within 7 days Eve Smith Productions will accept that the client is happy with the film clips; Re-edits will be charged at the rate of R1500 per hour of editing time. Uploading the same clips on the cloud again due to failure to download the original footage before the expiry time will incur a charge of R500.

15.9. PRINTING: Due to the nature of custom photography, all images/sales are final and cannot be cancelled should you order any prints, books etc.

15.10. ARCHIVING: Eve Smith Productions will keep all images and video clips on archive for a reasonable amount of time (at least 1 year from the date of completion), after which it may be permanently discarded. It is the client's responsibility to backup any digital files you receive.

15.11. ALBUM DESIGN: Eve Smith Productions will select the photos and design the album in the chosen format. The album will be designed using modern design principles as per the samples displayed on <https://www.esproductions.co.za/blog/categories/albums>. A preview of the finished album will be sent to you electronically for your approval before sending for printing. The Client will be allowed to request changes TWICE and thereafter be charged R400 per additional request. Any album changes must adhere to the original design flavour.

16. Vouchers

16.1. No vouchers can be redeemed for cash, but the value of the voucher can be used as credit to upgrade to a bigger photoshoot package.

16.2. Any voucher session bookings made by the recipient of the voucher indicates that the recipient of the voucher has read, understood and accepted all the terms and conditions set out in this document.

16.3. As per the South African Consumer Protection Act, the value of the voucher is valid for 3 years from the date of issue. The value of the voucher can be used over the 3 years as credit to upgrade to a bigger photoshoot package.

16.4. Should the recipient of the voucher decide not to show up for his/her photo session without informing us as per points 8.1 and/or 8.2 above, the photos session will be deemed completed and any fees paid towards it will be non-refundable. The voucher will then be deemed to be fully honoured.

16.5. Booking essential and subject to availability

16.6. Booked session slot only confirmed upon receipt of Proof of Payment for the full voucher amount.

16.7. Only 1 voucher allowed per session. Vouchers cannot be combined.

