

Terms & Conditions

General

These terms and conditions set out the rights and responsibilities under the contract to which both parties are signatories. **They aim to clarify the conditions under which the contract is agreed and provide mutual protection**, particularly in the event of unforeseen circumstances.

For the purposes of this document henceforth;

“You” / “Your” signifies the Client(s) named in the contract. If a third party has been arranged to meet the costs of this contract, the contract still remains with the named client(s)

“We” / “Our” / “Us” signifies Mark Elliott t/a ‘Ellimage’

“Contract” signifies the contract form signed by the client(s) accepting these terms and conditions

“Wedding” signifies any religious or civil marriage ceremony and is deemed to include civil partnerships or other analogous ceremony

“Event” signifies any ‘live’ occasion including but not limited to corporate events, weddings, proms, shows & presentations

These Terms and Conditions together with any terms expressly stated in our quotation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.

Pricing & VAT

All pricing is based on GBP.

Currency conversion rates - if applicable - will be based on Bank of England exchange rates at the point of invoicing.

VAT is currently not applicable to our services but we reserve the right to apply this tax without notice. This will not be applied retrospectively, so event bookings made prior to any such change will be honoured at the agreed fee.

Booking Fee

A pro-rata, non-refundable booking fee secures our services for the appointed date.

Payment of the booking fee confirms full acceptance of these terms and conditions.

Payment

Full balance of payment is due one calendar month prior to the event date, unless otherwise agreed.

Failure to meet this due date will be deemed as notice of cancellation and we reserve the right to withdraw our services, at which point the full payment will fall due.

The preferred payment method is via BACS transfer in favour of Ellimage. Other options will be considered on request.

Payment for subsequent additional images and associated products may be made at the time of ordering.

In the case of dual client signatories each person takes on an equal liability to settle all agreed fees in full and by the due date.

Cancellation

We hope it will not be necessary but should you decide to cancel your event booking, you agree to pay a cancellation charge to reflect both our opportunity cost and any preparatory work up to and including the cancellation. The scale of charges is based on the time remaining to the event date.

12+ months prior	forfeit of the original booking fee
9-12 months prior	45%
6-9 months prior	55%
3-6 months prior	65%
1-3 months prior	75%
Under 1 month prior	100%

Cancellation charges will only be applied to photographic coverage fees and exclude the cost of printed materials provided they have not already entered a production process; in which case these will be charged in full. Notice of cancellation must be received in writing from the client or a nominated representative.

Postponement

We understand that occasionally there is a genuine need for clients to postpone an event until a later date due to exceptional - and unwelcomed - circumstances. If this occurs due to illness, incapacity or other personal circumstance suffered by a significant participant then we, at our discretion and subject to availability, will endeavour to meet with your arrangements for a revised date.

The original booking fee will be retained by us as 'opportunity cost compensation' for the missed booking. A re-booking fee of £200 will be applied to a revised date and we undertake not to apply the (higher) cancellation charges, provided the re-booking is made within 12 weeks of the original event date.

If the re-booking is not made within the stated period - or the revised date is physically unavailable on our part - payment of the respective cancellation charge will fall due.

Coverage

Photographs taken during the course of the event will be at our discretion although every effort will be made to meet your requirements. We shall endeavour to photograph all individuals as requested by you but no responsibility can be taken by us in the event a person or persons are excluded from coverage. For bookings for certain venues - normally involving a church ceremony - we may be restricted in our movement and ability to capture the desired images by the minister or official in charge.

If the position from which we are able to cover the ceremony is not conducive to full coverage, we cannot accept responsibility for any obstructed views or limited photographic opportunities. Photographing of parts - or in extreme cases, all - of the ceremony may be restricted or prohibited, as may the use of artificial lighting. You are strongly advised to check with the appropriate authorities for clear guidelines for photographic coverage.

We shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising out of any instructions supplied by the Client which are incomplete, inaccurate, incorrect, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Client.

We will endeavour to capture all the relevant moments throughout the day as they occur, however it should be accepted that due to the fluid nature of the event and logistical reasons some moments may not be recorded.

Formal Groups & Locations

Although we will utilise our experience and artistic licence to ensure that formal / staged photographs are aesthetically appealing, it is your responsibility to discuss the suitability of photographic locations, backgrounds and vistas with the venue(s) prior to the event.

To assist in the smooth running of your event and for your own personal satisfaction, we strongly suggest that you discuss and compile a list of all locations you wish to use and instruct the venue(s) to ensure that these areas are free from visual distractions - such as non-essential objects and equipment, furniture and general clutter, litter and persons, animals and vehicles not connected with your event.

We ask that you provide written details of the chosen locations no less than 14 days prior to the event along with a point of contact at each venue in order that we may, if deemed appropriate, preview their suitability.

You are also responsible for ensuring punctuality and the co-operation of your guests and it is recommended that you nominate a 'responsible person' (such as a member of your company, party or venue staff) to liaise with us in performing our duties. This person(s) should make themselves known and available to us at each location to assist in the attendance of all required persons and / or props.

Exclusivity

We do not demand that we will be the exclusive still photographer contracted for the occasion however, to provide us with the maximum opportunity in capturing the quality and quantity of images you desire, we request that - if other photographers are present - we are understood to be the 'lead' photographer and at all times will take prominence over other persons in staging and photographing significant persons, groups and events.

Guests will of course be keen to take their own photographs and this is permissible providing it is not detrimental to us as the lead photographer. Guests are requested not to interfere with, encroach upon, disrupt or photograph poses specifically arranged by us.

Reproduction

We make every effort to provide a true representation of colour balance in, and between, photographs but this may not always be possible due to extraneous conditions and limitations of printing technology and processes.

Throughout the event a large variety of lighting conditions will be encountered and although we will endeavour to correct any significant variations during post-processing, certain colours may alter throughout a set of photographs.

The dyes used for clothing in particular, do not always present as they are perceived by the eye.

We will always look for the best balance to achieve the most pleasing results but, as the final decision is usually based on a person's skin tone, the perception of materials or other objects contained within the image may be compromised.

Please also note that due to the limitations of all CMYK printing processes, hue, saturation and tonal contrast may be affected and images may appear duller or contain less contrast than the RGB equivalent image viewed on a monitor.

This is normal and should be expected to some degree. The qualities of prints produced on different occasions or in different sizes may also vary and no warranty is given that an exact colour reproduction can or will be provided.

All equipment is maintained and checked regularly and reasonable steps are taken to ensure backup equipment is available however we will not be held liable for images that are not produced due to unavoidable technical failure.

Although extremely rare - and all reasonable steps are taken to ensure compatibility - it may still be possible that products do not function as designed on older systems or equipment. For clarity, the default PC operating system shall be deemed to be Windows 10. Image files will be produced in high-resolution JPEG (as standard) and, optionally, TIF and / or PNG file formats to allow greater suitability across multiple print and online media platforms.

Please let us know before the event if you are likely to require either or both of these options.

Image Manipulation & Retouching

Image retouching and digital manipulation - including but not limited to the use of filters, sharpening, blur, red-eye removal, dodge and burn, artistic layering and similar techniques or treatments - is at our discretion.

We may, during the course of post-processing and within the agreed fee, employ any of these techniques to achieve the optimum aesthetic and technical outcome and in this respect our evaluation will be deemed to be correct.

Any significant additional retouching, manipulation or other vanity enhancements – such as healing, cloning, artistic layering and similar techniques or treatments performed at your request will incur an additional charge to cover the extra work involved.

Image File Protection

We undertake to archive the digital image files recorded - and subsequent variations - in two distinct storage locations / formats for a period of 2 years from the event. Should digital files be irrevocably lost, damaged or destroyed within this period for whatever reason, our liability shall be limited to a pro-rata refund of fees paid which shall not include any refund for any digital files (or products based on any digital files) already supplied.

Copyright & Image Usage

In accordance with the Copyright, Designs and Patents Act 1988 we retain full, unlimited copyright on all images including original high-resolution digital files in all formats and dimensional properties and subsequent variations.

Images may be electronically encoded with Digimarc® copyright protection and may not be copied, published or reproduced without our express consent.

Unless otherwise expressly excluded, you assign us the right to display any image covered by this contract for the purposes of business promotion in any form including but not limited to all print and e-media formats.

For any commercial use outside this contract and where we accrue financial gain, the subject of the image(s) and / or the owner of an object in the image(s) or their nominated representative will be required to sign a model and / or property release form on the condition of an appropriate and just consideration elected by us.

We undertake that any images used by us will be portrayed in a lawful manner and context and without damage to reputation or in breach of your statutory or inalienable rights.

Images not intended for general viewing by the public are held in password-protected galleries within our website for your convenience. It is however impossible to prevent determined persons from accessing these galleries and we cannot be held liable for any consequential use.

Individual photographic prints and albums will become and remain your property. Ownership of these products does not however imply or grant ownership of the copyright. You shall have no rights to reproduce, nor authorise the reproduction, of any images created by ellimage excepting where appropriate consideration and copyright agreement has been made to the contrary. This includes photocopying, scanning and re-photographing for production on paper, film or other medium, electronic transmission and hosting.

You hereby acknowledge that infringement of our copyright is unlawful and may be prosecuted.

Fulfilment & Delivery

We will always endeavour to supply the products chosen and agreed by you but this may not always be possible.

Manufacturers of albums and associated photographic products can change products and / or services without notice and as products are often chosen long before the booked event it may be possible that your chosen products are discontinued. In this event you will be notified immediately so that we can help you select an equivalent replacement.

Weather & Delays

In the event of inclement weather, we will - with your co-operation - endeavour to make any necessary changes to the schedule to produce coverage of the wedding / event within the allocated time.

Delays occurring due to any other circumstances outside our control will be similarly handled but we do reserve the right to charge an additional surcharge if the delay constitutes a 'significant' addition to the booking duration.

Force Majeure

Performance of the contract is subject to alteration or cancellation by us owing to any cause beyond our reasonable control - including but not limited to an act of God / mechanical failure / delay from a road traffic accident / sudden illness / injury / loss from a criminal action / death - and we shall not be deemed to be in breach of contract due to a delay in performing or failure to perform under these circumstances.

In the event that we are not able to fulfil your booking due to a condition either specified or implied above, every reasonable effort will be made to secure a replacement photographer of equivalent competency at the agreed fee. This undertaking is given in good faith and we cannot be held liable for any additional premium required, for example, due to short notice or travel considerations.

In the event of cancellation by us, including but not limited to total photographic equipment failure, we will not be held responsible for any costs in order to stage re-shoots. In any event our total liability shall be limited to a refund of fees already received as at the time of notification to you.

Insurance

You are strongly advised to secure separate adequate insurance cover to meet any expenses, fees or consequential loss in the event of cancellation or significant alteration to your planned event, howsoever caused.

Personal Accident

Compliance with any directions given to you, your guests or employees of the venue/s in order to facilitate the services for which we have been contracted is discretionary and therefore deemed to be of said persons' own volition and risk.

We will observe - and expect others to observe - all relevant health & safety precautions and cannot be held responsible for any personal accidents occurring during the event unless it can be demonstrably proven to be as a result of wilful negligence on our part.

Refund Policy

In accordance with accepted practice in professional photography we cannot entertain the return of - nor accept demands for refund or refusal to settle fees or charges on - any photographs or prints which are held to be within the parameters of technical acceptability.

No exceptions can be made and we cannot be held responsible for individual tastes or unreasonable expectations.

Privacy Policy

Your rights under GDPR (General Data Protection Regulation 2016/679) will be fully respected and upheld.

You will only be requested to share such information which is necessary for us to perform our photographic services, provide online services and products, process payment/s and generally keep you informed. This information may include, but is not limited to, names, postal addresses, contact numbers, email addresses, your event booking details and banking details.

Any such information will remain confidential and will never be passed to a third party unless we receive an express request from you to the contrary.

Governing Law

These terms and conditions and accompanying contract shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

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