



Eclipse Designs Terms of Service 2025

1. DESCRIPTION OF SERVICE

Eclipse Designs provides a professional media service.

2. OWNERSHIP OF IMAGES AND VIDEO

The Eclipse Design Team who have taken the image/video are the copyright holders of the image/video, which is standard practice in the photography industry. The copyright of an image is not transferred to any other party unless a specific written agreement is made. Licensing may be obtained for various applications of images/video.

3. COMMERCIAL USE

When the agent/agency purchase a single use, non-transferable, non-exclusive image/video license with limited usage rights. For real estate agents that image/video license is valid for the duration of your listing and expires once the listing is sold, cancelled or reassigned to another agent. **For other parties that do not purchase the single use license the license does not expire subject to the terms of agreement.** This is a non-transferable license, meaning you, as the purchaser (or licensee), may not sell, give or loan the photos to any other party including but not limited to architects, builders, designers, staging professionals, other real estate agents, publications, buyers or sellers. You may however use them for digital, printed or any other form of marketing and promotional needs within the valid time period.

i) Homeowners/tenants may keep a copy of the image(s)/video(s) for personal use only and may not distribute them or use them for any commercial gain, including but not limited to distributing the image(s)/video(s) to another agency or agent, whatsoever without written permission from Eclipse Designs.

Section 3 in laymen's terms:

- The original agent who paid for this service has permission to use these images/video on any digital or printed form of advertisement for the promotion of that property.
- The licensing agreement is valid only for the duration the home/property is listed for sale and cannot be reused without specific written permission.
- Images cannot be sold or distributed to another agent who takes over an expired or withdrawn listing.
- Homeowners may keep the image(s)/video(s) for personal use only and not commercial use. Homeowners/tenants may not distribute the photos to other real estate agencies, Architects, designers etc..

4. PAYMENT

i) Once the images/video have been used for any commercial use including but not limited to promotional material, distribution to buyers, use on property portals or any digital media. The agent and the agency they represent are liable for the fees associated with the service.

ii) Failure to pay for the single use, non-transferable, non-exclusive image/video license with limited usage rights will result in a copyright infringement/violation. The agent/agency will be asked to remove the image(s)/video(s) from any digital or printed form of advertisement and/or promotion when the period reaches the third level in each scheme (*see S4; iv*). Failure to stop commercial use of the image(s)/video(s) will result in legal action. The fees associated with the legal action will be for the agents/agencies account.

iii) Eclipse Designs is a cash on delivery (COD) business. However certain clients that request to pay monthly, on an agreed upon date for all shoots preceding that date within the 30-day period every month, may pay monthly, all invoices are required to be paid within 5 business days.

iv) The payment of fees follows the following structures and their penalty scheme associated with the payment period discussed.

Payment Timeline:

Total Fee	Time After invoice has been sent	Penalty fee	Level of timeline
Original fee	5 Business days	N/A	1
			2
Original fee + 25%	1 months	25% of the original fee	3
Original fee + 50%	2 Months	50% of the original fee	4
Original fee + 50% of the original fee + the costs of the legal action required to obtain the fee.	3 Months	50% of the original fee + Legal action fees	5

v) Shoots booked for public holidays will incur an additional callout fee advised per shoot.

vi) Shoots booked outside of a 10 km radius from our nearest branch will incur additional travel costs at R5.00 per Km

Vii) Extended bookings will incur an additional booking fee, subject to date and time.

5. PHOTO RIGHTS AND USAGE FOR BUILDERS, STAGERS, DESIGNERS, HOMEOWNERS AND OTHERS.

i) Builders, stagers, designers and others who wish to use image(s)/video(s) taken by Eclipse Designs should contact Eclipse Designs for specific licensing information. In addition to fees paid to Eclipse Designs a property photography release will need to be obtained from the homeowner.

ii) If images are to be published in any sort of trade publication, written permission needs to be sought from Eclipse Design, and full credit to Eclipse Design is required.

6. BOOKINGS

i) The client or their representative must be at the shoot unless previously arranged. Eclipse Design and any of their members are not liable to stage or move any object at the property, this is the sole responsibility of the agent/representative or the homeowner/tenant. Eclipse Designs will not be held accountable for a reshoot due to an untidy, cluttered or unmaintained property.

ii) If a photographer for any reason is delayed on site for longer than 30 minutes a standing time fee will be added to the booking , the photographer may also leave the shoot after a 30 minute day to ensure we respect our other bookings.

iii) Unless instructed by the client as to specific shots desired, before or during the shoot, Eclipse Design will use their skill and creativity to photograph and video the property in the best possible way they see fit.

iv) If Eclipse Design arrive on site and for any reason and cannot enter the property or are not allowed to photograph/video the property by a homeowner/tenant the agent/agency will be liable for a full callout fee.

v)all bookings need to be booked via whatsapp or email in written message.

iv) Cancellations of the appointment after the photographer has started to make his/her way to site will result in a full callout fee.

Section 6(i) in laymen's terms:

- All properties will be shot 'as is', and it is the responsibility of the client to ensure the property is ready for photos and/or video, i.e. clean and devoid of clutter.

v) Eclipse Designs needs at least an hour and 15 minutes per property to ensure quality image(s)/video(s). This is subject to the property size.

vi) All larger properties subject to Eclipse Designs discretion will require a longer amount of time and may be subject to a larger property fee.

vii) Eclipse Design will not be held liable for a reshoot if they cannot gain access to any room or exterior feature/cottage on the property.

7. DELIVERY OF THE PRODUCT

i) Eclipse Design will do their best to deliver the image(s)/video(s) within 24-48 hours of the shoot.

ii) In the case of a large workload, load shedding, or any unforeseen events that hinder the delivery time, Eclipse Designs will keep the Agent/Agency updated on the progress and deliver as soon as possible.

iii) Shoots that take place on Thursday will be delivered the following Monday. Friday shoots will be delivered the following Tuesday, Saturday and Sunday shoots will be delivered by Wednesday. Public holiday shoots will start the 48 hour period from the next business day subject to section ii) above.

iv) Shoots that take place the day before or during a 'long weekend'/public holiday will be delivered the day after the 'long weekend'/public holiday. Subject to section ii) above.

8. TECHNICAL ERRORS

If there are any technical errors from Eclipse Designs that render the image(s)/video(s) undeliverable by Eclipse Designs standards, a reshoot will gladly be provided according to Eclipse Designs availability.

9. ACKNOWLEDGEMENT

The Agent acknowledges that they fully understand and accept the contents thereof. This is confirmed by the agent booking with Eclipse Designs and signature/confirmation message.

Name -

Agency -

Date -

Signature -

Location -