



Tania Kok
LIFESTYLE PHOTOGRAPHER
CAPTURING THE LIGHT SIDE OF

TERMS AND CONDITIONS

TANIA KOK LIFESTYLE PHOTOGRAPHER

These Terms and Conditions apply to photographic and related services provided by Tania Kok Lifestyle Photographer ("the Photographer"). By confirming a booking, paying a booking deposit or proceeding with a photographic assignment, the Client confirms that they have read, understood and accepted these Terms and Conditions.

1. DEFINITIONS

1.1 "Agreement" means these Terms and Conditions together with any written quotation, package description, booking confirmation or other written agreement issued by the Photographer.

1.2 "Client" means the person or legal entity commissioning the Photographer to provide photographic and/or related services.

1.3 "Assignment", "Session" or "Shoot" means the photographic services commissioned by the Client, including any agreed planning, creative direction, photography and post-production.

1.4 "Fee" means all amounts payable by the Client in respect of the Assignment, including any agreed additional charges.

1.5 "Images" means photographs and, where specifically included in the Assignment, video or other visual content created by the Photographer.

1.6 "Photographer" means Tania Kok trading as Tania Kok Lifestyle Photographer and, where applicable, any assistant, contractor or subcontractor engaged in connection with the Assignment.

2. BOOKINGS AND ACCEPTANCE

2.1 A booking is only confirmed once the required booking deposit has been received by the Photographer.

2.2 Unless otherwise stated in the quotation or package, a **50% non-refundable booking deposit** is required to secure the Session date, subject always to applicable South African consumer law.

2.3 No date will be regarded as reserved until the required deposit has been received.

2.4 The Client is responsible for ensuring that all information supplied to the Photographer, including names, contact details, locations, dates and requirements, is accurate.

2.5 These Terms and Conditions apply together with the Photographer's quotation and the package selected by the Client. Where additional services or requirements are agreed, these may be confirmed separately in writing.

3. FEES AND PAYMENT

- 3.1** The Photographer will provide the Client with the applicable package price or written quotation.
- 3.2** The remaining balance is payable in accordance with the quotation or invoice and must be paid in full before final Images are released, unless otherwise agreed in writing.
- 3.3** Additional services requested by the Client that fall outside the agreed package or quotation may be charged separately.
- 3.4** No final Images will be released while any amount relating to the Assignment remains outstanding.
- 3.5** Where an amount remains overdue, the Photographer reserves the right to charge interest to the extent permitted by applicable law.

4. STUDIO, VENUES AND TRAVEL

- 4.1** Where a package includes use of the Photographer's own studio, no additional studio hire fee will apply unless otherwise stated.
- 4.2** If the Client requests an alternative studio, venue or location that carries an additional cost, all venue hire, location fees, permits, entrance fees, accommodation or other related expenses will be charged over and above the selected package price.
- 4.3** Travel within a **20 km radius of Saxonwold, Johannesburg** is included where applicable.
- 4.4** Travel outside the 20 km radius will be quoted separately and charged in addition to the package price.
- 4.5** Any parking, toll fees, flights, accommodation or other exceptional travel expenses required for an Assignment will be discussed and quoted separately where applicable.

5. CANCELLATION AND RESCHEDULING

- 5.1** All cancellations and requests to reschedule must be submitted to the Photographer in writing.
- 5.2** If the Client cancels an Assignment 14 days or more before the scheduled Session, the Photographer may retain the booking deposit as compensation for the date reserved and work already undertaken, subject to applicable consumer law.
- 5.3** If the Client cancels within 14 days of the scheduled Session, the Photographer reserves the right to charge a reasonable cancellation fee, taking into account the circumstances of the cancellation, the notice provided, work already performed, expenses incurred and the Photographer's ability to secure an alternative booking for the reserved date.
- 5.4** Where the Photographer agrees to reschedule a Session at the Client's request, the booking deposit may, at the Photographer's discretion, be transferred to the new date.
- 5.5** Repeated rescheduling or late changes may attract an additional booking or administration fee.

6. CLIENT RESPONSIBILITIES AND SESSION TIME

- 6.1** The Client is responsible for arriving on time and prepared for the Session.
- 6.2** Session times are calculated from the agreed starting time. Late arrival by the Client may reduce the available photography time and does not automatically entitle the Client to an extension.
- 6.3** Any extension to the agreed Session time is subject to the Photographer’s availability and may incur an additional fee.
- 6.4** The Client is responsible for obtaining any permissions required for locations, venues, clothing, products, props or other items supplied or selected by the Client unless specifically agreed otherwise.

7. ARTISTIC STYLE AND CREATIVE DISCRETION

- 7.1** The Client acknowledges that they have had an opportunity to view the Photographer’s portfolio and are familiar with her photographic and editing style.
- 7.2** The Photographer retains professional and creative discretion regarding lighting, posing, composition, framing, image selection, cropping, colour treatment, retouching and the overall final presentation of the Images.
- 7.3** Inspiration images and mood boards may be used as creative references but do not constitute a guarantee that any particular photograph, pose, composition or style will be reproduced exactly.
- 7.4** The Photographer will select the Images considered to meet her professional and creative standards for final delivery.

8. IMAGE EDITING AND RAW FILES

- 8.1** The number and level of edited Images supplied will be determined by the package or quotation selected by the Client.
- 8.2** RAW files, unedited Images, rejected Images, duplicate Images and working files do not form part of the final deliverables and will not be supplied unless specifically agreed in writing.
- 8.3** The Client may not apply filters, substantial editing, manipulation or alterations to the final Images in a manner that materially misrepresents the Photographer’s work without prior consent.

9. IMAGE DELIVERY, ONLINE GALLERIES AND STORAGE

- 9.1** Final Images will generally be supplied electronically through a private online gallery or other electronic download method communicated to the Client.
- 9.2** The Client will receive **one online gallery for downloading the final Images**, which will remain available for a period of **three (3) months from the date on which the gallery link is issued**.

- 9.3 The Client is responsible for downloading all Images within this three-month period and for creating and maintaining their own secure backups once downloaded.
- 9.4 After the three-month gallery period has expired, the Photographer is under no obligation to keep the online gallery active or to continue providing online access to the Images.
- 9.5 If the Client requests that a gallery be reactivated, recreated or re-uploaded after the original three-month period has expired, an **administration fee will apply**, provided that the Images are still available in the Photographer’s archives.
- 9.6 Payment of an administration fee does not guarantee that Images can be recovered or reissued. The Photographer does not guarantee indefinite archival storage of Images after final delivery.
- 9.7 The Photographer strongly recommends that Clients download their full gallery promptly and maintain at least one independent backup of all Images.
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10. DELIVERY TIMEFRAMES

- 10.1 The Photographer will provide an estimated delivery timeframe where applicable.
- 10.2 Delivery periods are estimates and may vary depending on the nature of the Assignment, number of Images, editing requirements, workload or circumstances outside the Photographer’s reasonable control.
- 10.3 The Photographer will use reasonable efforts to communicate any material delay.
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11. COPYRIGHT AND CLIENT IMAGE LICENCE

- 11.1 Copyright in the Images remains with the Photographer in accordance with applicable South African copyright law unless copyright is expressly transferred in writing.
- 11.2 Once full payment has been received, the Client receives a non-exclusive licence to use the delivered Images for the purposes reasonably associated with the selected package or agreed Assignment.
- 11.3 For personal photography, permitted use includes personal printing, sharing with family and friends, and use on personal social media accounts.
- 11.4 For modelling portfolio photography, permitted use includes the model’s portfolio, social media, casting submissions and submission to legitimate modelling, talent and casting agencies.
- 11.5 For personal branding and business photography, permitted use includes the Client’s own website, social media, professional profile, marketing and promotional material unless otherwise limited in the quotation.
- 11.6 The Client may not sell, license or commercially supply the Images to unrelated third parties, publications, brands or businesses unless this use has been agreed with the Photographer.
- 11.7 Where a third party wishes to use the Images for its own advertising, publication or commercial purposes, separate permission or licensing may be required from the Photographer.

12. PHOTOGRAPHER'S USE OF IMAGES

- 12.1** Copyright ownership does not automatically determine whether an identifiable person's Image may be used publicly for promotional purposes.
- 12.2** Subject to appropriate consent and applicable privacy law, the Photographer may request permission to use selected Images for her portfolio, website, social media, studio displays, competitions, editorial features and professional marketing.
- 12.3** Where the Client or subject has requested in writing that Images remain private, the Photographer will respect that request subject to any use already lawfully agreed.
- 12.4** Where the subject is a minor, appropriate consent from a parent or legal guardian must be obtained before identifiable Images are used by the Photographer for promotional purposes.

13. MODELS, MINORS AND THIRD PARTIES

- 13.1** Where the person being photographed is under 18 years of age, the booking must be authorised by a parent or legal guardian.
- 13.2** The Client is responsible for ensuring that any person attending or participating in the Session has the necessary authority and consent to participate.
- 13.3** Where Images are intended for an agency, brand, school, event organiser or other third party, the Client is responsible for informing the Photographer of any specific image requirements or restrictions before the Session.

14. SOCIAL MEDIA AND CREDIT

- 14.1** Clients are welcome to share delivered Images on social media within the scope of the licence granted under these Terms.
- 14.2** Where reasonably possible, the Photographer appreciates credit or tagging when Images are shared publicly.
- 14.3** Where a specific collaboration or Assignment requires agreed social-media tags or credits, these requirements will be communicated separately.

15. FORCE MAJEURE

- 15.1** Neither party will be liable for failure or delay caused by circumstances reasonably beyond their control, including serious illness or injury, extreme weather, venue closure, governmental restrictions, power failures, equipment failure or other unforeseen events.
- 15.2** Where circumstances beyond reasonable control prevent the Photographer from completing the Assignment, reasonable efforts will be made to reschedule.

15.3 Where rescheduling is not reasonably possible, any refund or credit will take into account services already performed and reasonable expenses already incurred, subject to applicable law.

16. EQUIPMENT FAILURE, DATA LOSS AND LIABILITY

- 16.1** The Photographer will take reasonable professional precautions in capturing, handling and storing Images.
- 16.2** In the unlikely event of equipment failure, accidental data corruption, loss or circumstances beyond the Photographer’s reasonable control that prevent delivery of all or part of the Assignment, the Photographer will endeavour to offer an appropriate remedy, which may include rescheduling, replacement services or a refund relating to the affected services.
- 16.3** To the fullest extent permitted by law, the Photographer will not be liable for indirect or consequential loss arising from the Assignment.
- 16.4** Nothing in these Terms is intended to exclude or limit any right or remedy that may not lawfully be excluded under applicable South African law.
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17. PERSONAL INFORMATION AND PRIVACY

- 17.1** The Photographer will process personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable South African law.
- 17.2** Personal information may be processed for purposes reasonably connected with enquiries, quotations, bookings, payment, delivery of Images, client communication, record keeping and the lawful operation of the photography business.
- 17.3** Personal information and Images may be processed using reputable third-party service providers where reasonably necessary for gallery hosting, electronic communication, storage, accounting or other business functions.
- 17.4** The Photographer will take reasonable measures to protect personal information under her control.
- 17.5** Further information regarding the processing of personal information may be contained in the Photographer’s Privacy Policy.
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18. GENERAL

- 18.1** These Terms and Conditions, together with the applicable quotation, package and written booking confirmation, constitute the agreement relating to the Assignment.
- 18.2** Any material change to the agreed Assignment, package or services must be confirmed in writing.
- 18.3** No failure or delay by either party in exercising a right under this Agreement constitutes a waiver of that right.

18.4 The Client may not transfer their rights or obligations under a booking to another person without the Photographer’s prior written agreement.

18.5 These Terms and Conditions are governed by the laws of the Republic of South Africa.

18.6 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

19. ACCEPTANCE

By confirming a booking, paying the booking deposit or proceeding with an Assignment, the Client acknowledges that they have read, understood and accepted these Terms and Conditions.

Tania Kok Lifestyle Photographer
Capturing the LIGHT side of Life!

