



TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **"Agreement"** means these Terms and Conditions, together with any annexures, written quotations or booking confirmations issued by the Photographer.

1.2 **"Client"** means the person or legal entity (including its representatives, successors, assigns, agents and affiliates) who commissions the Photographer to provide photographic and/or videographic services and/or to supply Images.

1.3 **"Commission", "Assignment" or "Shoot"** means the bespoke planning, setup, creative direction, capture and post-production of Images for the Client.

1.4 **"Fee"** means all amounts payable by the Client to the Photographer in respect of an Assignment, howsoever described.

1.5 **"Images"** means all photographic and/or video material captured by the Photographer and recorded in any medium, whether digital or otherwise.

1.6 **"Photographer"** means Tania Kok and/or her employees, agents, contractors or subcontractors.

2. GENERAL

2.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations or agreements, whether written or oral.

2.2 Each party confirms that it has not relied on any representation, warranty or statement not expressly contained in this Agreement, and, in the absence of fraud, irrevocably waives any claim arising therefrom.

2.3 Although this Agreement may be concluded with reference to a specific Assignment, its terms shall apply to all future Assignments between the parties unless otherwise agreed in writing.

2.4 No amendment, variation, addition to or cancellation of this Agreement shall be valid unless reduced to writing and signed by both parties.

2.5 No indulgence, extension of time or partial exercise of any right shall constitute a waiver of that or any other right under this Agreement.

2.6 The Client may not cede, assign or transfer any rights or obligations under this Agreement without the prior written consent of the Photographer.

2.7 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

- 2.8 The parties consent to the jurisdiction of the Magistrate’s Court in respect of any proceedings arising from this Agreement, without limiting the Photographer’s right to institute proceedings in the High Court.
- 2.9 Operational communication may occur via email; however, no amendment or variation of this Agreement shall be valid unless signed in writing by both parties.
- 2.10 Should the Photographer institute legal action to recover any outstanding amounts, the Client shall be liable for all legal costs incurred on the attorney-and-own-client scale.
- 2.11 By commissioning the Photographer or purchasing Images, the Client acknowledges that they have read, understood and agree to be bound by the terms of this Agreement.

3. FEES AND PAYMENT

- 3.1 The Photographer shall provide the Client with a written quotation detailing the Fee applicable to the Assignment.
- 3.2 A non-refundable deposit may be required to secure the Assignment and reserve the Photographer’s availability. No work shall commence until such deposit has been received.
- 3.3 The balance of the Fee shall be payable in full within **7 (seven) days** of completion of the Assignment, unless otherwise agreed in writing.
- 3.4 The Photographer reserves the right to charge interest on overdue amounts at a rate of **2% (two percent) per month**, calculated from the due date until date of payment.
- 3.5 Final Images shall not be released until full payment has been received, unless expressly agreed in writing prior to the Assignment.

4. COPYRIGHT, LICENSE AND IMAGE USE

- 4.1 The Client acknowledges that the Photographer retains all copyright and intellectual property rights in the Images in accordance with the Copyright Act 98 of 1978.
- 4.2 Upon receipt of full payment, the Client is granted a personal, non-exclusive, non-transferable and non-sublicensable license to use the Images strictly for the purpose agreed for the Assignment.
- 4.3 Unless otherwise agreed in writing, permitted use includes personal, portfolio, website and social media use, provided that the Images are not altered, sold, licensed or supplied to third parties.
- 4.4 Any editing, manipulation, commercial exploitation, resale or third-party use of the Images is strictly prohibited without the Photographer’s prior written consent.
- 4.5 Any goodwill arising from the use of the Images shall accrue exclusively to the benefit of the Photographer.
- 4.6 The Client grants the Photographer permission to use the Images for portfolio presentation, brand promotion, editorial features, competitions and professional marketing purposes, unless otherwise agreed in writing prior to the Assignment.

5. CANCELLATION

- 5.1 If the Client cancels the Assignment **14 (fourteen) days or more** prior to the scheduled Shoot date, the Photographer may retain the deposit as compensation for reserved time and preparatory work, with no further amounts payable.
- 5.2 If the Client cancels the Assignment **within 14 (fourteen) days** of the scheduled Shoot date, the Photographer shall be entitled to charge the full Fee.
- 5.3 All cancellations must be submitted in writing.

6. FORCE MAJEURE

- 6.1 Neither party shall be liable for failure or delay in performance arising from circumstances beyond reasonable control, including but not limited to illness, injury, extreme weather conditions, equipment failure, acts of God, governmental restrictions or other force majeure events.
- 6.2 In such circumstances, the Photographer shall use reasonable endeavours to reschedule the Assignment. Where rescheduling is not possible, the Photographer may refund amounts paid, less any expenses already incurred.

7. LIMITATION OF LIABILITY

- 7.1 To the fullest extent permitted by law, all implied warranties, conditions and terms are excluded.
- 7.2 The Photographer shall not be liable for any indirect, consequential or economic loss, including loss of profits, business, goodwill or opportunity.
- 7.3 The Photographer shall not be liable for loss or damage arising from the actions of third parties or circumstances beyond her reasonable control.
- 7.4 The Photographer's total liability, whether in contract, delict or otherwise, shall be strictly limited to the total Fee paid by the Client for the relevant Assignment.

8. PROTECTION OF PERSONAL INFORMATION (POPIA)

- 8.1 The Photographer shall process all personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).
- 8.2 Personal information shall be used solely for purposes relating to the Assignment, lawful business operations and professional communication with the Client.

By commissioning the Photographer or purchasing Images, the Client confirms their acceptance of these Terms and Conditions.