



88 Paul Kruger Avenue  
Monument  
Krugersdorp, 1739

# RICH PHOTOGRAPHY & PRODUCTIONS

## STANDARD TERMS & CONDITIONS (Last Updated January 2026)

*Applicable to all basic imagery, videography, live streaming, and bookings.*

## 1. THE CONTRACT & BOOKING STRUCTURE

### 1.1 Entire Agreement & Amendments

These terms and conditions supersede all prior and simultaneous agreements, verbal or written. Any addition or amendment to this agreement is only valid if made in writing and signed by both parties. Waiving or altering one provision does not waive any other part of this agreement.

### 1.2 No Package Subtractions

By booking RICH Photography, the Client agrees to the full invoice/quote amount. Once confirmed, the Client cannot subtract or remove any items, products, or services (e.g., albums, makeup, second shooters) to decrease the package cost; only additions may be made.

### 1.3 Overtime Rules & Late Starts

- **Overtime Rate:** Any overtime exceeding the booked hours is charged at **R2,800 per hour** (or part thereof). Written acknowledgment must be provided, and payment must settle before the extra time begins.
- **Late Starts:** If the event/session starts late due to Client negligence, vendor delays, or guest arrival, RICH Productions will not be held liable for any missed moments or decreased image quantity. The scheduled end-time remains strictly unchanged.

## 2. THE INTELLECTUAL PROPERTY & "NO-THEFT" CLAUSE

### 2.1 Copyright Ownership Override

Pursuant to **Section 21(1)(b) of the South African Copyright Act 98 of 1978**, the parties explicitly contract out of the statutory default of ownership. RICH Photography remains the sole author and legal owner of the copyright of all commissioned photographs, video footage, raw material, edits, and final productions globally. No ownership of copyright is transferred.

## 2.2 Default to Standard License

Clients are granted a non-exclusive, non-transferable license to use the final delivered content solely for the agreed purpose. **If not stated otherwise on your invoice, your project automatically falls into the Standard License tier (strictly organic, non-commercial, non-boosted use).** Any additional usage, resale, or distribution requires written consent and additional licensing fees.

## 2.3 The 4-Tier Media Licensing Framework

| License Tier                               | Permitted Use                                                                                                        | Paid Ads / Boosting                   | Duration & Territory                                         |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------|
| <b>1. Standard License</b>                 | Organic use only (website, organic social grids, internal company presentations). <b>No editing/cutting allowed.</b> | <b>Strictly Prohibited</b>            | Perpetual duration / South Africa.                           |
| <b>2. Standard Boosted</b>                 | Organic use + limited digital advertising run. <b>No editing/cutting allowed.</b>                                    | Allowed (Meta, TikTok, Google, etc.)  | Limited to <b>3 Months</b> from delivery / South Africa.     |
| <b>3. Extended Boosted</b>                 | Organic use + mid-term digital advertising run. <b>No editing/cutting allowed.</b>                                   | Allowed (Meta, YouTube, TikTok, etc.) | Limited to <b>12 Months (1 Year)</b> from delivery / Global. |
| <b>4. Unlimited Digital &amp; Boosting</b> | Organic use + unlimited digital advertising run. <b>No editing/cutting allowed.</b>                                  | Allowed (All digital platforms)       | <b>Indefinite / Perpetual</b> / Global.                      |

**Broadcast Exclusion Note:** All television, cinema, radio, or broadcast licensing is strictly excluded from the above tiers and must be quoted and negotiated separately.

## 2.4 Derivative Works, Re-Editing & AI Modification (Paid Add-On Only)

To protect creative integrity, the right to modify, crop, re-edit, trim, or create "cut-downs" (e.g., creating a 9:16 vertical clip from a 16:9 final master) is **strictly prohibited across all tiers**. This right is only granted if a **Derivative & Re-Edit License** is explicitly purchased and itemised on the invoice.

- **Strict Generative AI & Manipulation Ban (Non-Negotiable):** The Client is strictly prohibited from using Artificial Intelligence (AI) tools, machine learning software, automated editing platforms, or generative AI (e.g., Photoshop Generative Fill, Midjourney, AI face-swapping, AI background generators) to alter, extend, or generate derivative variations of the delivered assets. This includes, but is not limited to, using AI for "day-to-night" transitions, sky replacements, removing or adding digital people/objects, changing clothing, or altering the physical features of subjects. Any AI modification of RICH Productions work is a direct violation of copyright and creative integrity.
- **The Music Boundary:** Even if a *Derivative & Re-Edit License* is purchased, the Client is **strictly prohibited from extracting the audio, sound effects, isolating the music, or utilizing the music track in any other edits**. The music is licensed exclusively to the original delivered edit.

## 2.5 Portfolio Rights & Exclusivity

RICH Photography reserves the right to publish and showcase final delivered content and behind-the-scenes material on its website, Facebook, Instagram, and showreels for promotional purposes. To protect the Client's competitive advantage, RICH Photography guarantees it will never sell, sub-license, or

distribute final deliverables to any third party or competitor. If the Client requires complete non-disclosure of the media, this must be requested and negotiated in writing prior to booking.

## 2.6 Client-Supplied Assets Indemnity

The Client warrants that all materials supplied to RICH Photography (including scripts, voice-overs, logos, corporate music, or stock footage) are fully owned by the Client or have been correctly licensed for inclusion. The Client agrees to indemnify and hold RICH Photography harmless against any third-party copyright claims or licensing disputes arising from these supplied materials.

## 3. PAYMENT TERMS & CANCELLATIONS

### 3.1 Payment Protocol & Deadlines

- **Booking Fee:** A non-refundable **50% booking fee** of the total quote/invoice is required to secure the date. Dates will remain open to other paying clients until the booking fee reflects in our account.
- **Final Settlement:** The remaining 50% balance must reflect in our account at least **48 hours prior to the event/shoot commencement**. Under no circumstances is cash on the day of the shoot accepted.
- **Non-Payment Penalty:** Failure to settle the balance by the 48-hour deadline will be treated as a booking cancellation by the Client. Services will be withheld, and all previous monies paid will be forfeited.
- **Late Interest:** Any outstanding balances not settled on time will incur a **5% interest fee per week** plus a **R150 administration fee** per revised invoice/email.

### 3.2 Cancellation Terms (Standard Bookings & Shoots)

- If the Client cancels a confirmed booking at any time, the 50% booking fee is strictly non-refundable.
- If the Client cancels **within 6 weeks (42 days) of the scheduled event/shoot date**, the full remaining balance of the invoice remains due, payable, and legally binding.

### 3.3 Cancellation & Rolling Terms (Monthly Retainers / Contractual Bookings)

- **In-Advance Payments:** All monthly retainers and contractual agreements must be paid in advance of content creation (e.g., payment for February content must reflect on 1 February).
- **No Rollovers:** Because creative service booking is strictly time-based, unused days, shoots, or content creation slots **cannot be rolled over to the following month/period**. If a Client fails to coordinate dates or supply briefs within 2 months of the booking/payment, the booking and session will be forfeited.
- **Contract Cancellation Surcharge:** If the Client cancels a long-term retainer contract before its completion, a **50% cancellation fee** of the total remaining balance of the contract period is immediately due.

- **Unpaid Surcharges:** If the cancellation fee is unpaid, all work created remains the sole property of RICH Photography, all usage licenses are revoked, and the Client will lose the right to use any previously delivered content.

## 4. PERFORMANCE, POST-PRODUCTION & LIMITS OF LIABILITY

### 4.1 Artistic Style & Co-operation

- **Creative License:** All work is captured and created through the professional, artistic eyes of RICH Productions. **Any specific creative direction, shot lists, or detailed briefs must be provided, agreed upon, and quoted for in advance.** In the absence of a pre-approved brief, on-the-day micromanagement or last-minute directive changes are strictly prohibited and void all quality guarantees.
- **Co-operation:** The Client agrees to assist in facilitating co-operation (e.g., assigning a vocal person to gather groups or identify VIPs). RICH Productions is not liable for missed shots due to guests or key figures being absent, uncooperative, or failing to follow direction.

### 4.2 Venue Limits & Technical Constraints

- **House Rules:** RICH Productions is strictly bound by the rules of ceremony officials, venue management, or security. Negotiating overrides to these rules is the Client's responsibility.
- **Poor Lighting & Environment:** Poorly lit venues, thatch roofs, harsh weather, guest flash/camera interference, or "acts of God" can impact image quality. While RICH Productions uses professional low-light gear, we are not liable for imperfect images resulting from environmental or venue conditions.

### 4.3 Limits of Personal & Equipment Liability

- **Illness/Injury:** In the highly unlikely event that the lead photographer/videographer is injured or critically ill and a suitable professional replacement cannot be sourced, liability is strictly limited to the return of all payments received for the package.
- **Equipment/Data Loss:** In the event that digital files, memory cards, or equipment are lost, stolen, or damaged (via fire, accident, or act of God), RICH Productions will exhaust all professional recovery methods. If recovery is unsuccessful, liability is strictly limited to the return of payments received for the affected portion.
- **360 SpinCam & Safety:** Use of the 360 SpinCam is at the Client's/guests' own risk. RICH Productions utilises safety stanchions to cordon off the machine, and is not liable for injuries resulting from guest negligence, horseplay, or intoxication.

### 4.4 Delivery & Standard Retouching (Post-Production)

- **Culling Rights:** RICH Productions maintains sole artistic discretion over which final images/takes are culled, edited, and supplied. RAW images/files are strictly withheld and will not be released. Any corporate request for RAW files must be negotiated prior to the shoot and incurs a high-value raw-release surcharge.

- **Turnaround Times:** Standard waiting times apply and are season-dependent. Our current average turnaround times can be reviewed at [richphotography.co.za/eta](http://richphotography.co.za/eta) and generally stand as:
  - **Weddings:** 4 to 12 weeks (Holiday/Wedding peak seasons may extend this).
  - **Events:** 1 to 4 weeks.
  - **Engagements/Couples/Matric Farewells:** 2 to 4 weeks.
- **Rush Orders:** Immediate publications or 24–48 hour turnaround requests incur a flat **R6,500** rush surcharge.

## 4.5 Changes, Revisions & Liability

- **Standard Included Revisions:** Deliverables include **one (1) round** of minor post-production adjustments (e.g., correcting an incorrect logo, fixing a font, or minor colour adjustments).
- **Scope of Revisions:** Revisions **do not** include major structural edits, re-cuts, changing agreed-upon music tracks, or implementing new creative directions not specified in the original pre-approved brief. Any major alterations or additional rounds of revisions will be billed at our standard post-production rate.
- **Creative Direction & Liability:** Where no formal brief or shot list is supplied prior to shooting, RICH Productions retains full creative freedom; requests for re-edits based on subjective preference will be chargeable. Conversely, if a specific, pre-approved brief was provided and RICH Productions substantially deviated from it, necessary corrections will be made at no extra cost.
- **14-Day Limit:** All revision requests must be submitted in writing within **14 calendar days** of final delivery. Any requests made after 14 days, including minor font or colour tweaks, will be subject to a standard administration and re-archiving fee.

## 4.6 Photo Books & Designer Albums

- **Design Choice:** Album layouts and image selection are at the sole artistic discretion of RICH Photography. Any guest/photo exclusion requests must be submitted in writing within 7 days of receiving the digital gallery.
- **Revisions & Proofs:** Requests for layout changes or print rebuilds after the first draft will be quoted, and must be paid in full prior to draft updates.
- **Third-Party Printers:** RICH Productions utilises elite third-party printers and is not liable for delivery delays caused by the printing house.
- **Image Expiry for Printing:** If the Client fails to choose/supply images required to build a contracted album within **1 month of digital gallery delivery**, additional surcharges will apply to account for printing-house inflation and album template availability.

## 4.7 Digital Delivery, Online Storage & Data Archiving

- **30-Day Cloud Access:** Final deliverables are hosted via a private Google Drive link for a complimentary period of **thirty (30) calendar days** from the date of initial delivery. The Client is strictly responsible for downloading and securing all files to their own local devices or personal backup systems within this window.

- **Cloud Expiry & File Removal:** Upon the expiration of the 30-day hosting window, Google Drive links will be deactivated or purged to manage server capacity. RICH Productions is under no legal obligation to maintain active online cloud hosting beyond 30 days.
- **Archiving & Paid Retrieval Fee:** While RICH Productions endeavours to keep offline local backups of completed projects, permanent offline archiving is not guaranteed. Any post-30-day requests to re-upload, locate, or unarchive lost project files will incur a mandatory **R650 Data Retrieval & Re-Archiving Fee** per project, provided the files are still recoverable on our physical drives.
- **Data Loss Immunity:** RICH Productions accepts no liability for files lost, corrupted, or missing after the initial 30-day delivery window has lapsed.

## 5. LOGISTICS & CRITICAL DISCLOSURES

### 5.1 Travel & Logistics

- **Gravel Roads:** The Client must notify RICH Productions in writing prior to booking if the venue access road has gravel sections. Gravel segments exceeding 1km will incur a gravel road wear-and-tear surcharge.
- **Cell Signal:** Venues or shoot locations with no cell signal must be disclosed in writing prior to the shoot.
- **Crew Welfare (Meals):** For bookings, event coverage, or shoots spanning **4 hours or longer or over a meal time**, the Client must provide a hot, sit-down vendor meal and suitable seating arrangements for the RICH Productions team/crew.

### 5.2 Model & Likeness Release on Location

- **Model Release & Booking:** If RICH Productions personnel or family members (including minors) are utilised as talent/models in any content, a signed Model Release Form must be completed prior to the shoot. Terminating a contractual booking prior to completion nullifies the agreement and will trigger retrospective standard talent modelling fees.
- **3-Month Limited Usage Window:** Unless otherwise explicitly agreed in writing, any model release granted for RICH Productions personnel or family members (e.g., Richard Oosthuizen, Michelle Oosthuizen, Zack Oosthuizen, Cody Oosthuizen) permits content usage for a maximum period of **three (3) months** from the date of final project completion.
- **Extended Usage & License Renewal:** Continued use, distribution, or re-purposing of content featuring RICH Productions personnel or family members for marketing, advertising, or promotional campaigns beyond the 3-month window is strictly prohibited without a renewed usage license and agreed compensation.
- **Unauthorised Continued Use:** Any unauthorised usage of such media beyond the 3-month period will automatically incur standard retrospective commercial talent licensing fees per individual per month/campaign.

## 6. BANKING DETAILS & BUSINESS INFORMATION

- **Bank:** First National Bank (FNB)
- **Account Name:** Richard Oosthuizen
- **Account Number:** 6212 111 6330
- **Branch Code:** 211 021

*RICH Photography reserves the right to update these Terms and Conditions at any time. The most current version will always be accessible on our official website and applies to all active quotes, bookings, and services rendered on or after the effective date. For ongoing or active projects, material amendments take effect upon written notice to the Client.*