



Jan 2023  
Monument  
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[www.richphotography.co.za](http://www.richphotography.co.za)

## **Terms and conditions of basic imagery, videography and bookings:**

**ENTIRE AGREEMENT:** Our terms and conditions supersedes all prior and simultaneous agreements between the parties in both verbal and written communication.

The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement, that does not mean that any other provision is also waived.

## **COPYRIGHT**

RICH Photography is the author of the commissioned work, photo and/or video, and shall remain the owner of the copyright in South Africa and throughout the world.

RICH Photography may publish photos/videos on their website, Facebook Page and any other social media site they feel fit for advertising purposes.

The CLIENT must obtain written permission or potentially compensate RICH Photography prior to an event/project where the CLIENT, the CLIENT's friends, businesses or relatives publish or sell the photographs for profit.

Any photo/video manipulation, editing, filters, music or any customisation whatsoever added to RICH Photography's photos/videos by the CLIENT or third party is prohibited.

All images/video footage are the sole property of RICH Photography and will not be released until fully paid.

If RICH Photography, any of its personnel, family etc is used in any photo/video, the client must create a model release form for each person (ie. Richard Oosthuizen, Michelle Oosthuizen, Zack Oosthuizen, Cody Oosthuizen) and ensure it is signed by the relevant person.

Failure to obtain a signed model release form prior to photographing/filming will result in additional costs/fees to make use of any of the above persons.

If RICH Photography, any of its personnel, family etc is used in any photo/video is to be used in a contractual period, failure to complete the contractual period will result in the model release fees deemed unpaid, and therefore additional fees will be applied accordingly.

## **ADDITIONAL TIME**

It is not uncommon for events to go on longer than planned. Additional overtime fees are charged at R2000/hour. Written acknowledgement is needed and payment will be made prior to the commencing of the photography services.

Should the event start late due to any reason whatsoever, RICH Photography will not be held liable for any photographs not taken and the quoted ending time still remains the same.

## **GOOD IMAGERY**

The CLIENT agrees to not hold RICH Photography liable for any missed photographic opportunities due to key individuals failure to be present or to co-operate, or due to details not revealed to RICH Photography.

RICH Photography will not be held responsible for any unsatisfactory photographs due to guest's (or any other) flash or photo- graphic equipment interference, limits of camera equipment; or any unsatisfactory photographs due to any other cause within or outside RICH Photography's control.

Due to the events and proceedings of the day RICH Photography cannot guarantee each and every action/proceeding will be photographed, however every precaution will be taken to minimize the risk of possible missed moments.

In order to ensure we get good pictures, we may do several shots of the same thing using different cameras/lenses, poses and lighting. We cannot guarantee a certain number of photos, however we try to obtain a reasonable amount

of final retouched images. We are providing a large selection of the best photos on the day, it is the decision of RICH Photography which final images are supplied.

The CLIENT must understand that poorly lit areas/venues/rooms may result in "not perfect" images, however RICH Photography will take every precaution to utilise high quality cameras and fast focusing lenses for poorly lit areas to eliminate any potential blurred images etc.

## **RAW IMAGES/VIDEO FOOTAGE**

RAW images will not be supplied, large corporates may request RAW files, however this will occur additional charges.

We provide a mixture of colour, black and white and possible various effects depending on the type of event. Additional fees may apply after both parties agreement for odd digital manipulation of photos (changing parts of a photo to certain special requests).

RICH Photography will view and retouch each image individually to ensure cropping, style, colour, shadows and various standard retouching processes that make up the quality of work. RICH Photography will take all necessary steps to ensure colour matching, however RICH Photography will not be held liable due to exact colour matching on images as it is sometimes impossible to capture on camera the exact colours as seen by the human eye.

This type of process takes time and good imagery cannot be rushed. RICH Photography will always strive to get images out as soon as possible. The below are basic waiting times for each genre and are all season dependent:

Weddings - 4 to 12 weeks

Events - 1 to 4 weeks

Engagement/Couple sessions/Matric Farewells - 2 to 4 weeks

In the event of immediate publications or images needed sooner, a 24 to 48 hour completion charge will be charged at R6000 regardless of the event.

The CLIENT understands that trying to copy/mimic previously seen images will take longer than expected, it will also disrupt the flow of the photographer. RICH Photography will not be held liable for any loss of quantity/quality of images.

## **CO-OPERATION AND SHOOTING TIME**

The CLIENT agrees to a positive co-operation and communication for the best results possible within the definition of this agreement. RICH Photography is not liable for individuals who do not co-operate or those not present during all photography/video sessions, nor for missed photos/images/video due to details not given/revealed to RICH Photography.

RICH Photography will not be held accountable for not photographing/filming desired people/content if there is no one to assist in identifying or gathering people for photograph/s.

We recommend an individual with a strong personality and voice who can gather groups, family, individuals or key people.

Photographs/video will be taken to illustrate the event/proceedings through the eyes of RICH Photography. Thus, unreasonable monitoring of what is being photographed will upset the flow and ideas of photography and RICH Photography will not be held liable for the quality, look and feel of any photographs.

Upon booking, a time slot will be booked (ie. 2 hours, 4, etc), this time slot is to be followed. Photo and Video creation is a time based service and not a product that is sold, therefore any photos/content not captured within the time frame booked/provided will not be able to be carried over. Any photo/video content must be captured in the booked time frame. RICH Photography will not be held liable for any content/images not captured in the time frame due to the CLIENTS negligence.

RICH Photography will be available during the times booked. If the event, client, formalities etc run late, additional time may need to be booked if needed. The cost for overtime is calculated per job.

In addition to the above, the same applies to contractual periods. If the CLIENT has booked photo/video services for a contractual period (ie 3 months, 6 months, 1 year etc.) RICH Photography will set aside the time to capture and

create the desired content for the contractual period/monthly. All contractual periods are continual from the start of the first month/payment.

RICH Photography will book enough time within your contractual period to accommodate and create the relevant content to capture and deliver the services in advance for the entire contractual period.

If the CLIENT does not make use of RICH Photography's services in the period set aside, content can not be rolled over as the creation of content is time based and not product based. Due to the nature of content being time based, RICH Photography will not be held liable to 'catch up' on content lost due to the clients negligence or inability to advise on content needed.

## **HOUSE RULES**

RICH Photography is limited by the guidelines of the ceremony official or the reception/venue site management. Negotiations

with the officials for moderation of guidelines is the CLIENT's responsibility.

RICH Photography will offer technical recommendations only. We will do our best to accommodate any request within reasonable terms, and we will also make suggestions and provide direction if necessary or asked.

## **LIMITS OF LIABILITY**

It is further understood that in the unlikely event the photographer is injured or becomes too ill to photograph the event. If the situation should occur and *a suitable replacement is not found*, responsibility and liability is limited to the return of all payments received for the event package.

In addition, if any equipment (ie. camera equipment, memory card/s, flash equipment and other related equipment) is lost, damaged, stolen or damaged in any way including by fire or any act of God, RICH Photography will not be held liable. All necessary precautions to recover data/images will be taken however it is not guaranteed that RICH Photography will be able to recover what is lost. Therefore please ensure a safe area for the storage of gear.

Lighting is a crucial part of photography, many venues, guest houses and other areas where events take place are often poorly lit. RICH Photography will do their utmost best to maintain a high quality image however we will not be liable for poorly lit rooms, thatch roofs, venues or images. In addition, any act of God including rain, wind, lightning etc. We cannot guarantee and are not liable for limited or unsatisfactory images however RICH Photography will take the necessary steps to try and produce satisfactory images.

RICH Photography will not be held liable for injuries due to clients/attendees negligence. If our 360 SpinCam is utilised, the warnings/rules are clearly marked on the machine. The use of the machine is at the clients own risk, however the rules are clear, stanchions are provided around the machine to stop people walking near the machine.

## **ALBUMS AND PRINTS**

Album design is of RICH Photography's choice based on images used. The CLIENT must state in writing within one week after the wedding if any guests/persons must not be included in the album. RICH Photography will only select images that suit the design of the book and RICH Photography will not be held liable for any reprints due to design. If the CLIENT wishes to change images or design, an additional cost will be quoted first, the CLIENT would need to pay the outstanding quote prior to seeing a new proof.

Any printing errors will be taken up with the printers and will not be at the CLIENT's cost.

If making use of an external or independent printer not recommended by RICH Photography please ensure their colour calibration is correct to the universal and world wide accepted Apple Mac standard.

## **GENERAL**

If your venue has any gravel roads RICH Photography must be notified prior to the date of the shoot. If the gravel road is longer than 1km additional charges may apply.

If your venue/location does not have cell phone signal, RICH Photography must be notified prior.

If the coverage of your shoot/event is 4 hours or longer, food must be supplied as well as seating arrangements.

## **BOOKING FEE AND CANCELLATION (standard bookings)**

A Booking Fee of 50% of the quoted amount will secure the photography/videography services for the client's specified event date unless agreed/requested upon in writing. In the event of the CLIENT's cancellation, the booking fee is still due and non-refundable.

If the CLIENT wishes to cancel the event within 6 weeks to the date of the event, the full amount of the invoice is still due.

If RICH Photography is cancelling the event due to unexpected critical reasons, the full amount will be refunded. The full payment must be settled 48 hours prior to the event, failing to do so can lead to cancellation of the event.

Any amount due that is not settled, will be charged at a 5% interest rate per day, including a R150 admin fee per day.

## **BOOKING FEE AND CANCELLATION (contractual bookings)**

All contractual agreements are to be paid ahead of content creation. Example, a 3 month contract from Jan to March, payments need to be completed on 1 January, 1 February and 1 March etc.

If a contractual period needs to be extended, the extensions needs to be made, and discussed by signing an additional time frame at least 60 days before the end of the contract period.

If the CLIENT wishes to cancel the contract for any reason, a 50% cancellation fee will be charged on the remaining outstanding balance of the contractual period. The CLIENT will therefore forfeit any content to be created and all work will be halted. If the CLIENT is unable to pay the cancellation fee, all work created up until that point will remain full property of RICH Photography and the client will lose the right to make use of any created content. Any additional work that was requested and created as a 'goodwill gesture' within the contract period based on the completion of the contract will be charged accordingly if the contract is cancelled.

If RICH Photography is unable to complete the contractual period due to any reason, injury etc. RICH Photography will find a suitable replacement.

Any amount due that is not settled, will be charged at a 5% interest rate per week, including a R150 admin fee per updated invoice/email.

*All payments should be transferred to the following bank account:*

BANK: FNB  
Acc Name: Richard Oosthuizen  
Acc Number: 6212 111 6330  
Branch: 211 021

## **FEES**

- Full payment for the services of RICH Photography is due **to reflect in the above account 48 hours before the event date**, if the amount does not reflect in the account 48 hours prior, you will forfeit your event date and need to re-book. (Strictly NO CASH on the day of a shoot)
- Any delivery/special shipping costs of the final goods will be paid for by the CLIENT

For any queries please contact RICH Photography, [info@richphotography.co.za](mailto:info@richphotography.co.za)

RICH Photography may updated these terms and conditions from time to time without notice to you, however notices will be available on our website.