TYRONE CROSSMAN PHOTOGRAPHY
TERMS & CONDITIONS

Effective date: 21 November 2026

1. Introduction

Welcome to Tyrone Crossman Photography. These Terms & Conditions explain how our photography services are booked, provided and delivered, and what you can expect when working with us.

Tyrone Crossman Photography is operated by Tyrone Crossman as a sole proprietor in KwaZulu-Natal, South Africa.

Contact: tyrone@tyronecrossman.com | Website: www.tyronecrossman.com

These terms apply to wedding, family, maternity, portrait, portfolio, property, food, product and other photographic services unless otherwise agreed in writing.

Specific quotations, packages and signed booking agreements form part of the agreement. Where a specific signed agreement differs from these general terms, it will apply to the extent permitted by law. Nothing here limits rights that cannot lawfully be excluded.

2. Quotations and bookings

2.1. Services are provided according to an agreed quotation, package or written booking confirmation.

2.2. Quotations specify the services, price, coverage, deliverables and applicable additional expenses.

2.3. A booking is confirmed when the client accepts the quotation or booking agreement and pays any required booking fee.

2.4. Dates remain subject to availability until confirmation.

2.5. Changes involving additional hours, locations, products or editing must be approved before additional charges are incurred.

3. Booking fees and payments

Wedding photography

3.1. A R3,500 booking fee is required to reserve a wedding date.

3.2. This fee is credited towards the agreed package price.

3.3. The balance is due 14 days before the wedding unless otherwise agreed in writing.

Other photography services

3.4. Payment is generally due on or before delivery, according to the quotation or invoice.

3.5. Any advance fee or alternative arrangement will be specified before confirmation.

General conditions

3.6. Payment may be made by electronic funds transfer or an authorised payment link.

3.7. Final high-resolution files, albums and other products may be withheld pending payment of undisputed amounts lawfully due.

3.8. If payment is overdue, the client will be given reasonable notice and an opportunity to resolve it before outstanding services are suspended, subject to law.

4. Cancellation and postponement

4.1. Cancellation or postponement requests must be made in writing.

4.2. Cancellation charges will be assessed reasonably, considering the booking, notice, completed work, incurred costs and opportunity to obtain an alternative booking.

4.3. A booking fee will not be automatically forfeited where law requires a refund or prohibits a charge.

4.4. Reasonable efforts will be made to accommodate a new date, subject to availability.

4.5. Any additional postponement costs must be explained and agreed beforehand.

4.6. If Tyrone cannot provide the services, appropriate alternatives include rescheduling, an agreed replacement photographer or an applicable refund.

4.7. See the separate Cancellation Policy and Refund Policy.

5. Photography coverage and client responsibilities

5.1. Coverage is provided for the duration, locations and services in the agreed quotation.

5.2. Clients must supply accurate schedules, addresses, venue requirements and important requests.

5.3. Wedding clients should provide a final event schedule and important shot requests reasonably in advance.

5.4. Particular images cannot be guaranteed where circumstances beyond reasonable control prevent them.

5.5. These may include restrictions, weather, inadequate lighting, delays, uncooperative subjects or third-party interference.

5.6. Clients arrange necessary venue permissions unless otherwise agreed.

5.7. Additional coverage requires availability and approval of additional charges.

6. Photographic style and editing

6.1. Photography is a creative service reflecting Tyrone Crossman’s established style and professional judgement.

6.2. Image selection and editing will be performed to a professional standard consistent with the agreed service.

6.3. Extensive retouching beyond the package may be quoted separately for approval.

6.4. RAW and working files are excluded unless agreed in writing.

6.5. Aesthetic preference alone does not automatically create a refund entitlement where agreed services are properly supplied; statutory rights remain unaffected.

7. Delivery of photographs

7.1. Delivery times depend on assignment scope and complexity.

7.2. Standard expectations: weddings approximately six weeks; standard property photography ordinarily 24–48 hours; other assignments as quoted.

7.3. Material delays will be communicated with an updated timeframe.

7.4. Delivery may use a private gallery, secure download link or another agreed electronic method.

7.5. Clients must download and back up their images within the stated availability period.

7.6. Essential deadlines must be agreed in writing before booking.

8. Photograph storage and archiving

8.1. Reasonable measures will be taken against unauthorised access, loss and damage.

8.2. Delivered photographs will ordinarily be retained for 12 months after final delivery unless law or written agreement requires longer.

8.3. Files are stored on secured external drives with appropriate backups and access controls.

8.4. Files may be permanently deleted after the retention period under the retention procedure.

8.5. Clients should maintain their own backups and not rely on indefinite storage.

8.6. Invoices and other records may have different legal retention periods, as described in the Privacy & POPIA Notice.

9. Albums, prints and photographic products

9.1. Physical products are supplied as specified in the package or quotation.

9.2. Albums and prints may be produced by external specialists, including Colorchrome Spectrum.

9.3. Where required, clients can review album layouts and request corrections before production.

9.4. Changes after written approval and commencement of production may incur agreed additional costs.

9.5. Production and delivery estimates depend on suppliers and approvals and will be communicated when ordering.

9.6. Damaged, defective or incorrect products should be reported promptly for an appropriate remedy.

9.7. Custom products generally cannot be returned solely for a change of mind, subject to consumer rights.

9.8. See the separate Refund Policy.

10. Copyright and permitted use

10.1. Unless otherwise agreed in writing, the parties agree that copyright in commissioned photographic works will vest in Tyrone Crossman Photography to the extent permitted by the Copyright Act 98 of 1978.

10.2. This is intended to vary the commissioned-work default under section 21(1)(c), as permitted by section 21(1)(e).

10.3. Personal clients receive a non-exclusive, ongoing licence to download, print and share delivered images for personal, non-commercial use.

10.4. Personal social-media sharing is permitted.

10.5. Commercial publication, advertising, resale or licensing to others requires permission unless expressly included in the quotation.

10.6. Commercial assignments must specify intended usage rights and any disclosed fees or restrictions.

10.7. Clients may not falsely claim authorship or grant rights beyond their licence.

10.8. Statutory rights remain unaffected.

11. Portfolio, website and social-media use

11.1. Tyrone may request permission to use selected photographs for promotional purposes.

11.2. A booking does not by itself authorise promotional publication.

11.3. Consent will be requested and recorded where required.

11.4. Clients may decline without affecting services.

11.5. Withdrawal and removal requests will be handled according to privacy law for platforms Tyrone controls.

11.6. Additional safeguards apply to children and other protected information.

11.7. See the Privacy & POPIA Notice.

12. Privacy and personal information

12.1. Personal information is collected to respond to enquiries, quote, manage bookings, deliver services and meet legal duties.

12.2. This may include names, contact details, event information, images, correspondence, invoices and payment records.

12.3. Necessary information may be shared with relevant laboratories, gallery services and file-transfer providers.

12.4. Personal information will not be sold or used for unrelated marketing without an appropriate lawful basis.

12.5. See the Privacy & POPIA Notice for details of retention, security and rights.

13. Independent service providers and referrals

13.1. Some products and services are supplied by independent third parties.

13.2. Clients requesting videography may be referred to an independent videographer where videography is not directly contracted with Tyrone.

13.3. A referral does not itself make Tyrone responsible for the independent service.

13.4. Contact details will be shared with appropriate permission or another lawful basis.

13.5. Where an external service is part of Tyrone's contracted package, responsibility follows the contract and applicable law.

14. Weather, safety and unforeseen circumstances

14.1. Outdoor photography depends on weather, light, access and safety.

14.2. Unsafe or impractical non-wedding sessions may be relocated or rescheduled where reasonable and available.

14.3. Weddings and other fixed-date events will be photographed as circumstances reasonably permit.

14.4. Unsafe requests may be declined.

14.5. Extraordinary events preventing performance will be addressed through a fair practical resolution consistent with law.

15. Service concerns and complaints

15.1. Clients are encouraged to raise genuine concerns.

15.2. Email tyrone@tyronecrossman.com with details and booking reference.

15.3. Complaints will be acknowledged within five business days; a substantive response will be aimed for within ten business days, with updates if investigation takes longer.

15.4. Remedies for substandard services or products will be considered under the CPA and other applicable law.

15.5. Clients retain all statutory rights and rights to approach relevant consumer bodies.

16. Changes to these terms

16.1. Terms may be updated for changes in services, practices or law.

16.2. Confirmed bookings ordinarily remain subject to the accepted version unless agreed otherwise or required by law.

16.3. Material changes affecting existing bookings will be communicated where appropriate.

17. Acceptance and governing law

17.1. By expressly accepting a quotation, signing a booking agreement or agreeing to these terms, the client confirms an opportunity to read them.

17.2. South African law governs these terms.

17.3. If a provision is unenforceable, the remaining provisions apply to the extent permitted.

17.4. Read these terms with the quotation, booking agreement, Cancellation Policy, Refund Policy and Privacy & POPIA Notice.