

Master Services Agreement

Jürgen's Photography CC and [Client Name]

Template note. This Master Services Agreement establishes the framework for ongoing engagement. Specific commercial terms (scope, fees, dates, deliverables) are agreed per Engagement via individual quotes referencing this MSA. To execute, populate the Client party details, review with your legal team, and return signed.

This document is a template starting point and should be reviewed by a qualified South African commercial lawyer before being relied upon as a binding legal instrument.

Parties

The Supplier

Jürgen's Photography CC (Registration No. 2007/001109/23)

A Close Corporation duly registered in the Republic of South Africa.

Registered address: 4 Dawlish Road, Plumstead, Cape Town, 7801.

Operating address: 401 Saltcircle Building, 19 Kent Street, Woodstock, Cape Town, 7925.

Email: jurgen@jurgen.co.za.

Represented by: Jürgen Banda-Hansmann, Member, duly authorised.

(referred to as "the Supplier" or "the Photographer")

The Client

[Client Legal Name] (Registration No. [_____]).

[Type of entity, e.g. (Pty) Ltd]

Address: [_____].

Email: [_____].

Represented by: [_____] [Title], duly authorised.

(referred to as "the Client")

The Supplier and the Client are referred to individually as a "Party" and collectively as the "Parties".

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 **"Agreement"** means this Master Services Agreement, together with each Engagement entered into under it.

1.1.2 **"Brief"** means the written description of the requirements for an Engagement, including subject matter, location, deliverables, dates and any specific instructions provided by the Client.

1.1.3 **"Deliverables"** means the edited, final Images and any other outputs to be produced and delivered by the Supplier under an Engagement.

-
- 1.1.4 **"Engagement"** means a discrete commission for Services agreed between the Parties in writing, evidenced by a quote, statement of work, or written acceptance referencing this Agreement.
 - 1.1.5 **"Fees"** means the amounts payable by the Client to the Supplier for an Engagement, as set out in the relevant quote.
 - 1.1.6 **"Image"** means any photograph (whether raw, edited, or in any other form) produced by the Supplier under an Engagement.
 - 1.1.7 **"POPIA"** means the Protection of Personal Information Act 4 of 2013.
 - 1.1.8 **"Services"** means the photographic services described in this Agreement and in each Engagement.
 - 1.1.9 **"Working Day"** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.
 - 1.2 Headings are for convenience only and do not affect interpretation.
 - 1.3 References to legislation include any amendment or replacement of that legislation.
 - 1.4 The singular includes the plural and vice versa.

2. Scope of Services

- 2.1 This Agreement establishes the framework under which the Supplier will provide photographic Services to the Client from time to time.
- 2.2 No Services are commissioned by virtue of signing this Agreement alone. Specific Services are commissioned via individual Engagements.
- 2.3 Each Engagement shall be evidenced in writing (including by email) and shall set out at minimum:
 - 2.3.1 the Brief;
 - 2.3.2 the Deliverables;
 - 2.3.3 the dates and locations of the shoot;
 - 2.3.4 the Fees and any disbursements;
 - 2.3.5 the turnaround time for delivery; and
 - 2.3.6 any specific licence terms additional to clause 6.
- 2.4 Each Engagement incorporates and is subject to the terms of this Agreement. In the event of conflict between this Agreement and an Engagement, the Engagement prevails for the matter to which it relates.
- 2.5 The Supplier is engaged as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the Parties.

3. Fees and Payment Terms

- 3.1 The Fees for each Engagement are quoted separately and confirmed in writing before work commences.
- 3.2 Unless otherwise agreed in writing for a specific Engagement:
 - 3.2.1 a deposit of fifty percent (50%) of the total Fees is payable on confirmation of the Engagement; and
 - 3.2.2 the balance of fifty percent (50%) is payable on delivery of the final edited Images.
- 3.3 Payment shall be made by electronic funds transfer (EFT) to the Supplier's nominated bank account, the details of which will be provided separately and may be reflected on the Supplier's invoice.
- 3.4 All Fees are quoted in South African Rand (ZAR) and are exclusive of Value-Added Tax. The Supplier is not registered for VAT.

-
- 3.5 Travel beyond a 20km radius of the Cape Town Central Business District is billed at R6.00 per kilometre (both directions), unless otherwise agreed in the relevant Engagement.
- 3.6 Should any amount remain unpaid after its due date, interest shall accrue on the outstanding amount at the prescribed rate determined under the Prescribed Rate of Interest Act 55 of 1975 (currently the prime lending rate plus 3.5%) from the due date until payment in full. The Supplier will issue written reminders before pursuing any further recovery action.
- 3.7 The Client shall not be entitled to set off, withhold, or deduct any amount from the Fees payable, except as expressly agreed in writing or as required by law.
-

4. Cancellation and Postponement

- 4.1 If the Client cancels a confirmed Engagement, the deposit referred to in clause 3.2.1 is non-refundable.
- 4.2 If the Client postpones a confirmed Engagement to a new agreed date that falls within ninety (90) days of the original date, the deposit shall be applied to the rescheduled date at no additional charge.
- 4.3 If the Client postpones beyond ninety (90) days, or postpones repeatedly, the Supplier may treat the Engagement as cancelled and clause 4.1 applies, without prejudice to the Parties' right to enter into a new Engagement.
- 4.4 If the Supplier is unable to perform an Engagement due to force majeure (clause 11) or sudden illness or incapacity, the Supplier shall:
- 4.4.1 notify the Client as soon as reasonably possible;
 - 4.4.2 use reasonable endeavours to arrange a suitable associate photographer of equivalent standard, with the Client's approval; and
 - 4.4.3 failing such arrangement, refund any amounts paid by the Client in respect of that Engagement in full.
-

5. Image Delivery

- 5.1 The format, resolution, and turnaround time for Deliverables are set out in the relevant Engagement.
- 5.2 In the absence of an express turnaround time, the standard turnaround for event photography is two (2) Working Days from the date of the shoot for edited selects.
- 5.3 Deliverables shall be made available to the Client via a secure download link. The Client is responsible for downloading and securely storing the Deliverables within thirty (30) days of delivery. The Supplier is not obliged to retain Deliverables beyond the retention periods set out in its Image Storage and Deletion Policy.
- 5.4 Delivery is deemed effected when the Supplier sends the download link to the Client's nominated email address.
-

6. Intellectual Property and Licensing

- 6.1 The Supplier retains all copyright and other intellectual property rights in all Images created under any Engagement, in accordance with the Copyright Act 98 of 1978.
- 6.2 Subject to receipt of payment in full of the Fees for the relevant Engagement, the Supplier grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use the agreed final Images for the purposes set out in the Engagement, including (without limitation, where so agreed):
- 6.2.1 internal communications;
 - 6.2.2 the Client's marketing collateral;
-

-
- 6.2.3 the Client's website and digital channels;
 - 6.2.4 the Client's social media accounts; and
 - 6.2.5 the Client's annual reports and corporate publications.
- 6.3 The licence granted under clause 6.2 does not extend to:
- 6.3.1 the resale, sub-licensing, or transfer of the Images to a third party;
 - 6.3.2 the use of the Images in third-party advertising campaigns; or
 - 6.3.3 any use materially different from the purposes set out in the Engagement.
- Such uses require a separate written agreement and may attract additional Fees.
- 6.4 The Client shall not modify the Images in a manner that materially distorts the subject or brings the Supplier's work into disrepute.
- 6.5 The Supplier retains the right to use Images for its own portfolio, website, marketing, and competition entries, subject to any reasonable confidentiality requirements set out in writing by the Client (clause 7).
- 6.6 Raw, unedited files remain the sole property of the Supplier and are not delivered to the Client unless expressly agreed in writing in an Engagement.

7. Confidentiality

- 7.1 Each Party undertakes to keep confidential all commercially sensitive information disclosed to it by the other Party in connection with this Agreement and any Engagement, including (without limitation) information arising from briefs, sets, conversations on shoot, draft materials, and unreleased branding.
- 7.2 The obligations in clause 7.1 do not apply to information that:
 - 7.2.1 is or becomes part of the public domain otherwise than through breach of this Agreement;
 - 7.2.2 was already known to the receiving Party without an obligation of confidentiality;
 - 7.2.3 is independently developed by the receiving Party; or
 - 7.2.4 is required to be disclosed by law, regulation, or order of a competent court.
- 7.3 The Client may, in writing, identify any specific Engagement, image, or matter as subject to enhanced confidentiality. Where so identified, the Supplier's portfolio rights under clause 6.5 are suspended in respect of that material until the Client provides written approval.
- 7.4 The obligations in this clause 7 survive termination of this Agreement for a period of three (3) years.

8. Data Protection (POPIA)

- 8.1 Both Parties shall comply with the Protection of Personal Information Act 4 of 2013 (POPIA) in respect of any personal information processed in connection with this Agreement.
- 8.2 The Supplier processes personal information of data subjects (including faces, names, and contact details captured in the course of the Services) in accordance with its Image Storage and Deletion Policy, available at jurgen.co.za/downloads/compliance/.
- 8.3 The Client warrants that, where the Client procures the Services in respect of subjects who are not the Client itself (for example employees, delegates, or guests), the Client has obtained any necessary consents and provided any required notices to those subjects to enable lawful processing by the Supplier.
- 8.4 The Parties shall co-operate in good faith to give effect to any reasonable request necessary for either Party to comply with POPIA, including responding to data subject requests.
- 8.5 Each Party shall implement and maintain appropriate technical and organisational measures to safeguard personal information against unauthorised access, loss, or disclosure.

9. Insurance

- 9.1 The Supplier shall, throughout the term of this Agreement, maintain in force the following insurance cover with a reputable South African insurer (currently OUTsurance Insurance Company Limited):
- 9.1.1 public liability cover of not less than R2,000,000 per claim;
 - 9.1.2 professional indemnity cover of not less than R1,000,000 in the annual aggregate; and
 - 9.1.3 all-risks cover in respect of all photographic and computing equipment used in the provision of the Services.
- 9.2 The Supplier shall, on reasonable written request, provide the Client with a copy of the relevant certificate of insurance or a letter of confirmation from the insurer.

10. Indemnity and Limitation of Liability

- 10.1 The Supplier shall indemnify the Client against any direct loss or damage arising from the Supplier's negligent acts or omissions in the performance of the Services, subject to the limitations in this clause 10.
- 10.2 Save where excluded by law and save as set out in clause 10.4, the aggregate liability of the Supplier in respect of any Engagement is capped at the total Fees actually paid by the Client to the Supplier under that Engagement.
- 10.3 Neither Party shall be liable to the other for any indirect, consequential, special, or punitive damages, including loss of profit, loss of business, loss of goodwill, or loss of opportunity, however arising.
- 10.4 Nothing in this Agreement excludes or limits liability for:
- 10.4.1 gross negligence or wilful misconduct;
 - 10.4.2 a breach of the confidentiality obligations in clause 7;
 - 10.4.3 a breach of POPIA obligations in clause 8;
 - 10.4.4 fraud or fraudulent misrepresentation; or
 - 10.4.5 any other liability that cannot be excluded or limited by law.
- 10.5 The Client acknowledges that photography is, by its nature, subject to factors outside the Supplier's control (including lighting conditions, subject co-operation, and venue access). The Supplier does not warrant any specific creative outcome beyond the exercise of the reasonable skill and care expected of a corporate photographer of seventeen (17) years' experience.

11. Force Majeure

- 11.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused by an event beyond its reasonable control, including (without limitation) acts of God, fire, flood, severe weather, civil unrest, riot, war, terrorism, government action, pandemic or epidemic, public health restrictions, and any total power outage caused by load-shedding or grid failure that prevents the affected Party from performing.
- 11.2 The affected Party shall:
- 11.2.1 notify the other Party as soon as reasonably possible;
 - 11.2.2 use reasonable endeavours to mitigate the impact; and
 - 11.2.3 resume performance as soon as the force majeure event has ceased.

- 11.3 If a force majeure event continues for more than thirty (30) days, either Party may terminate the affected Engagement on written notice, in which case clause 4.4.3 (refund) applies.

12. Term and Termination

- 12.1 This Agreement takes effect on the date of last signature by the Parties and continues in force until terminated in accordance with this clause 12.
- 12.2 Either Party may terminate this Agreement for convenience on thirty (30) days' written notice to the other Party.
- 12.3 Either Party may terminate this Agreement with immediate effect on written notice if the other Party:
- 12.3.1 commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy that breach within fourteen (14) days of receiving written notice requiring it to do so; or
 - 12.3.2 is wound up, placed in business rescue, sequestrated, or commits an act of insolvency.
- 12.4 Termination of this Agreement does not affect any Engagement already in progress at the date of termination, which shall continue and complete in accordance with its existing terms unless the Parties agree otherwise in writing.
- 12.5 Termination is without prejudice to any rights or obligations that have accrued prior to termination, and clauses 6 (Intellectual Property), 7 (Confidentiality), 8 (Data Protection), 10 (Indemnity and Limitation of Liability), 13 (Dispute Resolution), 14 (Governing Law), and any clause that by its nature is intended to survive, shall survive termination.

13. Dispute Resolution

- 13.1 If a dispute arises out of or in connection with this Agreement, the Parties shall first attempt in good faith to resolve the dispute by direct negotiation between authorised representatives, within fifteen (15) Working Days of the dispute being raised in writing.
- 13.2 If the dispute is not resolved under clause 13.1, the Parties shall refer the dispute to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA) or such other mediation body as the Parties may agree in writing.
- 13.3 If the dispute is not resolved by mediation within thirty (30) days of referral, the dispute shall be referred to arbitration in Cape Town under the rules of AFSA, and the decision of the arbitrator shall be final and binding, save that either Party may approach the Western Cape Division of the High Court for urgent or interim relief.
- 13.4 Nothing in this clause 13 prevents either Party from approaching a court of competent jurisdiction for the recovery of a liquidated debt, or for urgent interim relief.

14. Governing Law and Jurisdiction

- 14.1 This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.
- 14.2 Subject to clause 13, the Parties submit to the non-exclusive jurisdiction of the Western Cape Division of the High Court of South Africa.

15. General

-
- 15.1 **Entire agreement.** This Agreement, together with each Engagement entered into under it, constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior agreements, representations, and understandings.
- 15.2 **No oral variation.** No variation of this Agreement is valid unless reduced to writing and signed by both Parties.
- 15.3 **No waiver.** No failure or delay by a Party in exercising any right under this Agreement shall constitute a waiver of that right.
- 15.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 15.5 **Notices.** Any notice under this Agreement shall be given in writing to the email address and physical address of the recipient set out at the top of this Agreement (or to such other address as the recipient may notify in writing). Email notice is deemed received on the Working Day following dispatch, provided no delivery failure notification is received.
- 15.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts, each of which constitutes an original and which together constitute one Agreement. The Parties agree that electronic signatures are valid and binding in accordance with the Electronic Communications and Transactions Act 25 of 2002.
- 15.7 **Assignment.** The Supplier shall not assign or cede its rights or obligations under this Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld. The Supplier may, with prior written notice to the Client, sub-contract specific elements of an Engagement (for example associate photography or videography) provided the Supplier remains responsible for the performance of the Services.
- 15.8 **Costs.** Each Party bears its own costs of negotiating and signing this Agreement.
- 15.9 **Independent advice.** Each Party confirms that it has had the opportunity to take independent legal advice on this Agreement before signing.



Signatures

Signed for and on behalf of the Supplier

Jürgen's Photography CC

Signature: _____

Name: Jurgen Hansmann

Title: Member, duly authorised

Date: _____

Place: _____

Signed for and on behalf of the Client

[Client Legal Name]

Signature: _____

Name: _____

Title: _____

Date: _____

Place: _____

Witnesses (optional)

Witness 1 signature: _____ **Name:** _____

Witness 2 signature: _____ **Name:** _____

Version 1.0, May 2026. This template should be reviewed by a qualified South African commercial lawyer before being relied upon as a binding legal instrument.