

FOREVER MOMENTS

STUDIO

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Providing photography & videography services under the brand Forever Moments Studio.

General Terms and Conditions

(updated on 03 July 2024)

1. Subject and Terms of the Contract

- a. The contract for the provision of photography and videography services is a contract for the creation of an artwork and is governed by copyright law. Forever Moments Studio (hereinafter referred to as the “photographer/videographer”) undertakes to create an artwork (photos and/or video) for the client in exchange for payment.
- b. The date, time, location of the shoot, genre, number of photos and/or video duration, delivery deadline, and pricing are specified in a separate contract or agreement referring to these General Terms and Conditions, which form an integral part of that contract or agreement.
- c. These General Terms and Conditions regulate all other aspects of the contractual relationship. By signing the contract, both parties confirm their agreement with the version of the General Terms and Conditions in force at the time of contract conclusion (the date of the latest update serves as reference).
- d. The contract or agreement may be concluded in writing, including via electronic communication (email), or through the booking form available at: www.forevermoments.studio.
- e. The contract becomes valid upon payment of a deposit (reservation fee) of 50% of the total price, after the availability of the requested date and time has been confirmed in writing by Forever Moments Studio. Upon receipt of the deposit, the reservation is considered confirmed.

f. The artwork under this contract refers to photos and/or videos created by Forever Moments Studio by documenting events as they naturally unfold, as perceived by the photographer/videographer. The work is comparable to a reportage with elements of artistic direction and stylization, aiming to portray the event and subjects in the best possible light.

g. The client acknowledges that, despite all professional and artistic efforts, it may not be possible to capture every moment or detail of the event. In the case of large groups, not every individual present may appear in the final work.

2. Selection, Editing, Processing, and Delivery

a. The client acknowledges that they are hiring Forever Moments Studio based on its artistic style and technical competence and agrees to rely on the photographer's/videographer's professional judgment regarding shooting, selection, editing, and processing.

b. If the client requests additional modifications after delivery, such requests may be accommodated at an additional fee, which will be communicated in advance. Work will only commence upon client's approval and full payment of the additional fee.

c. The photographer/videographer will deliver selected and edited photographs (including cropping, color and tonal adjustments, and basic retouching) and video (including editing, color grading, sound design, and music) within the agreed timeframe in electronic format via online gallery or cloud storage for viewing and downloading.

- Photographs are delivered in JPEG format at the highest available resolution.
- Videos are delivered in MP4 format in Full HD (FHD) resolution.

Unselected or unedited materials, as well as source files (e.g., DNG, PSD, or other formats), are not included in the service.

d. Advanced retouching involving significant alteration of reality may be provided for an additional fee, subject to prior approval and payment.

3. Payment

a. A 50% deposit (reservation fee) is required to secure the booking and activate the contract.

b. The remaining balance must be paid in full no later than the day of the shoot.

c. Any additional services or modifications must be paid in full before work begins.

d. Payment is considered complete once the full amount has been credited to the bank account (client covers all bank transfer fees on both sides) or when the full amount is received in cash.

4. Permission for Photography

a. By signing this contract, the client grants Forever Moments Studio permission to capture photos and/or videos, including personal likeness and expressions.

- b. The client is responsible for informing all event attendees that photography and/or videography will take place. Attendance implies consent. Any claims made by third parties in relation to being photographed or filmed shall be the responsibility of the client.
- c. The client is responsible for obtaining any required permits for photography or videography at the chosen location and must inform Forever Moments Studio of any restrictions in advance. All related costs (e.g., entrance fees, permits, parking) are the responsibility of the client.
- d. Any costs or damages incurred due to failure to obtain necessary permissions shall be borne by the client.

5. Exclusive Photographer/Videographer

- a. Forever Moments Studio shall be the primary and exclusive photographer/videographer unless otherwise agreed in writing. Guests and other professionals may take photos or videos only if they do not interfere with the performance of the contracted services.

6. Liability

- a. Forever Moments Studio is not responsible for limitations imposed by the venue or event conditions that may affect coverage (e.g., restricted access).
- b. Forever Moments Studio shall not be liable for delays or failure to perform due to force majeure events, including but not limited to extreme weather, natural disasters, war, riots, or pandemics. In such cases, both parties will make reasonable efforts to reschedule. The deposit remains non-refundable.

7. Rescheduling and Cancellation

- a. If the client requests rescheduling, a new date will be offered based on availability. If the client declines the proposed date, the deposit remains non-refundable.
- b. If the photographer/videographer is unable to attend due to illness or unforeseen circumstances, a suitable replacement will be arranged where possible. Alternatively, the shoot may be rescheduled by mutual agreement.
- c. If the client cancels less than 60 days before the scheduled date, the deposit is non-refundable.
- d. If the client cancels more than 60 days in advance, 50% of the deposit (i.e., 25% of the total service price) will be refunded, minus any bank transfer fees.

8. Use of Photos/Video, Licensing and Copyright

- a. The photographer/videographer retains full copyright ownership of all work created.
- b. The client is granted a non-exclusive, perpetual, worldwide license for personal use of the delivered work. This includes sharing with family and friends and personal use in the form delivered. Commercial use is not permitted without prior written consent.

- c. The client may publish the work on personal websites or social media, provided proper credit is given: Forever Moments Studio (@forevermoments.studio).
- d. The photographer/videographer retains the right to use the work for portfolio, promotional, and commercial purposes.
- e. Any request for exclusive or commercial licensing will be subject to a separate written agreement and additional fees.