

# Terms & Conditions - Gianni Creative Studio

Last Updated: 08/08/2025

These Terms and Conditions outline the agreement between you (the client) and Gianni Creative Studio (“we,” “us” or “our”) when booking our photography, videography or design services. Please review them carefully before working with us.

## 1. Booking and Payment

- **Weddings (Photography & Videography)**
  - A 30% non-refundable deposit is required to secure your date.
  - The remaining 70% is due no later than 3 weeks before the wedding date.
  - Your booking is only confirmed once the deposit is received and acknowledged in writing.
- **Other Photography & Videography Sessions**
  - Full payment is due before the session or event date.
- **Graphic Design Projects**
  - Payment is due in full before the start of the project.
  - For long-term or large projects, milestone payments may be arranged.
- **Payment Method**
  - We accept EFT (bank transfer) only. Payment details will be provided on the invoice.

## 2. Cancellations and Rescheduling

### Photography & Videography

- **Weddings:** Deposits are non-refundable. If you cancel after the final balance is paid, we will refund the remainder minus any work already completed or expenses incurred.
- **Other Sessions:** If cancelled more than 7 days before the shoot, a cancellation fee applies. If cancelled within 7 days, the full session fee may be forfeited.
- We will make every effort to accommodate reschedules, subject to availability.

### Graphic Design

- You may cancel a design project at any time. However:
  - If work has begun, a portion of the payment will be retained to cover work completed.
  - Files will not be released for incomplete or unpaid work.
- Reschedules for project timelines will be accommodated where possible.

## 3. Delivery & Revisions

### Photography & Videography

- Final, edited content will be delivered within 2–4 weeks, sometimes earlier, sometimes later depending on scope.
- We do not provide unedited/raw files.

- Retouching is included. Extensive additional edits will incur extra charges.

### Graphic Design

- We provide 2 rounds of revisions unless otherwise specified. Further revisions are charged extra.
- Delivery timelines are communicated at project start and are subject to timely feedback from you.

## 4. Usage Rights

### Photography & Videography

- We retain full **copyright ownership** of all content.
- You are granted **personal usage rights** for your images and videos (e.g., printing, sharing, posting online **with credit** where applicable).
- **Commercial use** (e.g., advertising, resale, brand campaigns) requires a separate licensing agreement.
- Please do not resell, alter, heavily edit or claim our work as your own.

### Graphic Design

- Once final payment is made, you receive ownership of the final deliverables for the agreed purpose (e.g., branding, packaging, print).
- Ownership does **not** automatically include source files (e.g., .psd, .ai, etc.) unless specifically agreed upon.

We will display the work in our portfolio or promotional materials unless you request otherwise.

### Intellectual Property

- All creative work, including concepts, drafts and final deliverables, is subject to intellectual property rights.
- Please refer to our [Intellectual Property Policy](#) for full details on how our IP is handled.

## 5. Creative Direction

By booking with us, you acknowledge and trust our creative style and decision-making. While your input is valued, the final look, tone and aesthetic are at our discretion to maintain quality and consistency.

## 6. Client Responsibilities

- Provide all necessary information, assets and feedback on time.
- Arrive punctually for sessions or ensure that products, content or access is available, if applicable.
- Communicate any special requests clearly and in writing before the session/project begins.

## 7. Liability & Force Majeure

While we take great care in our work, Gianni Creative Studio is not liable for:

- Delays or cancellations caused by illness, weather, equipment failure or other forces beyond our control.
- Loss of digital files after delivery. We recommend backing up your files upon receipt.
- Printing or production errors by third-party labs or printers.

If we are unable to deliver your services due to unforeseen circumstances, we will either reschedule or issue a partial/full refund depending on the work completed. See our [Refund Policy](#) for more details on refunds.

## 8. Privacy & Confidentiality

We take your privacy seriously. Any personal or project-related information will be kept confidential and used solely to complete your project or communicate with you. See our [Privacy Policy](#) for more details.

## 9. Usage in Portfolio

We love sharing our work! Unless you request otherwise:

- We may use photos, videos or designs for our website, social media and other marketing materials.
- Confidential client materials or sensitive information will never be disclosed.

## 10. Dispute Resolution

If any issues arise during our work together, we ask that both parties commit to resolving them informally and in good faith through a direct channel.

If a resolution cannot be reached informally, Gianni Creative Studio reserves the right to withdraw from the project or end the working relationship and no further steps (including mediation or legal action) will be pursued. In such cases, any payments made for work already completed are non-refundable and no additional work will be delivered.

## 11. Changes to These Terms

These terms and conditions may be updated occasionally. When we do, we'll revise the "Last Updated" date and notify you directly if any significant changes are made.

# Privacy Policy - Gianni Creative Studio

Last Updated: 08/08/2025

At Gianni Creative Studio, we deeply value your trust and are committed to respecting and protecting your privacy. This policy explains how we collect, use and store your personal information when you engage with our photography, videography or graphic design services.

## 1. What Information We Collect

We only collect the information we genuinely need to deliver your project and serve you well. This may include:

- Your name and contact details (email, phone number, physical address)
- Project details (e.g. wedding date, design brief, session preferences)
- Photos, videos or design files we create for you
- Payment details (if applicable)

## 2. How We Use Your Information

Your information helps us:

- Communicate with you regarding your booking or project
- Plan, deliver and manage your photography, videography or design work
- Send quotes, contracts and invoices
- Deliver previews, galleries or final files
- Improve the quality of our services and client experience

## 3. Portfolio Use & Consent

We love celebrating the work we create and may feature your images, videos or designs on our website, social media platforms and in other marketing materials.

If you'd prefer to keep your project private, just let us know in writing. We fully respect your decision and will not share your content publicly.

## 4. How We Store & Protect Your Data

Your data is stored securely using trusted digital platforms (such as encrypted cloud storage and email systems). Only the Gianni Creative Studio team has access to your files.

We will never sell or share your personal information with third parties for advertising or marketing purposes.

## 5. Your Rights

You have the right to:

- Request access to the information we hold about you
- Update or correct your personal details
- Request that we delete your files or personal information (where legally and contractually possible)

To exercise any of these rights, simply email us, we're happy to assist.

## 6. Changes to This Policy

This policy may be updated occasionally. When we do, we'll revise the "Last Updated" date and notify you directly if any significant changes are made.

# Refund Policy - Gianni Creative Studio

Last Updated: 08/08/2025

This Refund Policy outlines how we handle cancellations, refunds and exceptional circumstances. By booking our services, you agree to these terms.

## 1. Deposits & Payments

### Weddings (Photography & Videography)

- A 30% non-refundable deposit is required to secure your wedding date.
- This deposit covers our time, planning, communication and loss of other booking opportunities.
- The remaining 70% is due 3 weeks before the wedding day.

### Other Services

- Photography & Videography (non-wedding): Full payment is due before the session.
- Graphic Design: Full payment is due before or during the project, depending on the agreement.

## 2. Photography & Videography Refunds

### Before the Shoot

- **Weddings:** If you cancel, the 30% deposit is non-refundable. Any remaining amount already paid will be refunded minus any work already completed or expenses incurred.
- **Other Sessions:** If cancelled more than 7 days before the session, a cancellation fee may apply, and the remainder will be refunded. If cancelled within 7 days, the full amount may be forfeited.

### After the Shoot

- Once final photos or videos have been delivered, no refunds will be issued.
- If you're unhappy with the final result, we welcome your feedback and will offer reasonable revisions or re-edits at our discretion, based on your concerns.

## 3. Graphic Design Refunds

### Before or During the Project

- If you cancel before work begins, a full or partial refund may be issued depending on time already spent.
- If you cancel during the project, you'll be refunded for any work not yet completed.
- Completed work is non-refundable.

### After Final Delivery

- Due to the custom nature of design, we do not offer refunds once final files have been delivered.
- However, we're happy to make reasonable revisions if you're not fully satisfied, provided it's within the originally agreed scope.

## 4. Damaged or Defective Work (Physical Products)

If you receive damaged prints or products, please contact us within 7 days of receiving them. We will either:

- Arrange a replacement, or
- Work with you on a fair resolution.

Please note: We are not responsible for printing errors by third-party printers outside of our control, unless arranged directly through us.

## 5. Exceptional Circumstances

We understand that life happens. If you experience an emergency (e.g. serious illness, family emergency), please contact us as soon as possible. While we cannot guarantee a refund, we may offer options such as:

- Rescheduling
- Credit toward a future session or project

These are handled on a case-by-case basis and at our discretion.

## 6. Refund Requests & Process

If you believe you qualify for a refund or alternative solution:

1. Contact us in writing (via email or WhatsApp)
2. Include your name, project type, booking date and the reason for your request
3. We'll review and respond within 5 business days

Email: [shelby@giannicreative.com](mailto:shelby@giannicreative.com)

WhatsApp: [072 775 2810](tel:0727752810) (Shelby) / [083 601 9330](tel:0836019330) (Josh)

## 7. Final Notes

- Refunds will only be made via EFT to the original payer.
- Refund decisions are made case-by-case, at our discretion and in line with South African consumer law.

## 8. Changes to This Policy

This policy may be updated occasionally. When we do, we'll revise the "Last Updated" date and notify you directly if any significant changes are made.

# Intellectual Property Policy - Gianni Creative Studio

Last Updated: 08/08/2025

This Intellectual Property (IP) Policy outlines how copyright and usage rights work for all photography, videography and design services we offer.

In accordance with South African copyright law (Copyright Act No. 98 of 1978), we retain full ownership of all intellectual property and copyright of the work we create unless a written agreement states otherwise. By working with us, you agree to the terms of this policy.

## 1. Ownership of Work

Unless otherwise agreed in writing:

- All creative content including photos, videos, final designs, concepts, drafts and raw files remains the intellectual property of Gianni Creative Studio.
- We retain full copyright and moral rights as the original creators of the work.

This applies to everything we create, whether delivered or not.

## 2. Client Usage Rights

Once full payment has been made, clients are granted a non-exclusive, non-transferable license to use the final work for its intended and agreed-upon purpose. This license does not include ownership or the right to resell, redistribute or heavily modify the work without written consent.

We offer two clear categories of licensing:

### A. Individual Clients

As an individual client (e.g., booking a wedding, event or personal design service), you are granted:

- Personal usage rights for your final content (e.g., printing, sharing with family/friends, posting on personal social media)
- You may not sell the content, edit it beyond minor adjustments or use it for commercial gain.
- We reserve the right to display the work in our portfolio, unless you request otherwise.

If you wish to use your images, videos or designs in a commercial capacity, a separate commercial license may be requested.

### B. Business Clients

As a business client (e.g., for branding, product photos, social media content, design work or advertising), you are granted:

- Commercial usage rights to use the final work for your business marketing, advertising, print materials, website, social platforms, packaging or other agreed channels.
- This license is non-exclusive and non-transferable unless otherwise agreed in writing.
- Copyright remains with Gianni Creative Studio. You do not own the underlying intellectual property unless:
  - A written copyright assignment has been signed, and
  - An additional licensing fee (where applicable) has been paid

We can provide the following upon request:

- An exclusive-use license (no one else will be granted use of the work)
- A full copyright transfer
- Editable or source design files (where available)

Please contact us for a custom licensing agreement if any of the above is required.

### **3. Source Files & Raw Content**

- We do not include editable source files (e.g., .psd, .ai, .indd) or raw photos/videos in our standard project delivery.
- These remain our property unless a separate license is agreed upon in writing.

### **4. Portfolio & Promotional Use**

Unless you request otherwise in writing, we may showcase the final work in our:

- portfolio
- social media
- website
- marketing materials

respecting your privacy and brand representation.

### **5. Third-Party Materials**

If your project includes third-party assets (e.g., fonts, stock images, music), they are used under their own licenses. You may need your own license if you plan to reproduce or distribute the content at scale.

### **6. Infringement & Misuse**

You may not:

- Resell or redistribute our work
- Claim authorship or pass it off as your own
- Heavily modify or alter the work without permission

Unauthorised use or distribution may result in legal action under the Copyright Act No. 98 of 1978.

### **7. Intellectual Property Agreement (Optional)**



If you require full IP transfer or exclusive licensing, a separate IP Assignment Agreement or Commercial License Agreement will be provided for both parties to sign.

## 8. Outsourced Services

If we are engaged as an outsourced photographer, videographer or designer by another business, agency or service provider:

- Unless otherwise agreed in writing, copyright remains with Gianni Creative Studio.
- The hiring party is granted a commercial usage licence to use the final delivered work solely for the purposes agreed upon with their own client(s).
- Gianni Creative Studio **must be credited as the creator** of the work whenever it is published, displayed or used publicly, regardless of the hiring party's branding or relationship with their client.
- The hiring party may not claim authorship or present the work as their own.
- The work may not be resold, relicensed or distributed beyond the agreed scope without additional licensing fees.
- We will only agree to white-labelling requests if such requests are mandated by contractual or legal obligations with the end client. All such arrangements must be agreed upon explicitly in writing before project commencement, including clear terms regarding crediting and confidentiality.
- We will comply with any signed Non-Disclosure Agreement (NDA). However, unless explicitly waived in writing, our rights to be credited as the creator of the work remain in effect.

## 9. Changes to This Policy

This policy may be updated occasionally. When we do, we'll revise the "Last Updated" date and notify you directly if any significant changes are made.

# Agreement to Policies

By booking or working with Gianni Creative Studio, you agree to our [Terms & Conditions](#), [Privacy Policy](#), [Refund Policy](#) and [Intellectual Property Policy](#). If you have any questions or concerns, please reach out before confirming your booking/project.

# Questions? Let's Chat

We're here for you! If anything is unclear or if you want to chat about the process, feel free to contact us:

Email: [shelby@giannicreative.com](mailto:shelby@giannicreative.com)

Phone/WhatsApp: [072 775 2810](tel:0727752810) (Shelby) / [083 601 9330](tel:0836019330) (Josh)

Thank you for choosing us, we can't wait to bring your vision to life!

—With Love, Gianni Creative Studio