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)

- o A 30% non-refundable deposit is required to secure your date.
- o The remaining 70% is due no later than 3 weeks before the wedding date.
- o Your booking is only confirmed once the deposit is received and acknowledged in writing.

• Other Photography & Videography Sessions

o Full payment is due before the session or event date.

• Graphic Design Projects

- o Payment is due in full before the start of the project.
- o For long-term or large projects, milestone payments may be arranged.

Payment Method

o 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:
 - o 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 <u>Refund Policy</u> 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 <u>Privacy Policy</u> 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.

Agreement to Policies

By booking or working with Gianni Creative Studio, you agree to our <u>Terms & Conditions</u>, <u>Privacy Policy</u>, <u>Refund Policy</u> and <u>Intellectual Property Policy</u>. 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

Phone/WhatsApp: <u>072 775 2810</u> (Shelby) / <u>083 601 9330</u> (Josh)

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

—With Love, Gianni Creative Studio