

James Di Stefano Photography

Terms and Conditions.

Payment

- Full payment is due prior to the scheduled photoshoot. The photographer is not obligated to send photographs or attend the event/photoshoot unless full payment is received. Payments are accepted via electronic bank transfer and must be completed by the specified deadlines. Failure to make payment results in a breach of contract.

Deposit

- A non-refundable deposit of the quoted amount is required to commence the project. Agreement to these terms and conditions is confirmed upon payment of the deposit.

Cancellations & Reschedules

- After accepting these terms and paying the deposit, the photographer commits to the event on the specified date and will not make other reservations for that date. If the event is canceled, any fees paid are non-refundable due to the photographer's incurred loss.

Force Majeure

- In cases of fire, flood, casualty, strike, civil disturbance, war, terrorism, or the photographer's sickness, all payments made by the client will be refunded.

Supplier Meals

- A meal must be provided to the photographer(s) if: A) The booking time exceeds 4 hours. B) The booking duration exceeds 3 hours and falls within the dinner service hours of 6:00 pm to 10:00 pm.

Intellectual Property

- Clients retain ownership of the final supplied photographs. The photographer reserves the right to use photographs for promotional purposes, as previously stated, unless a different agreement is made with the client.

Files

- Working files (such as RAW files) used in the project's creation are not released or supplied.

Online Galleries

- Regular online galleries may be deleted after 3 months. Clients are advised to download and save their photographs.
- **Wedding Galleries:** Wedding galleries will be available for 12 months. RAW images are stored indefinitely. Despite this, clients and guests are encouraged to download and save high-resolution photos as a precaution against technical issues or damage. A recovery fee applies for retrieving images from archived drives.

Client Revisions

- Additional fees apply if the work exceeds the amount outlined in the original brief, proposal, or agreement. This includes any additions to the list of items on the invoice.
- **Care and Responsibility for Equipment**
 - **a) General Photography Equipment:** Clients and guests are requested to treat all photography equipment with respect. Liability for damages caused by misuse or negligence may lead to compensation claims.
 - **b) Photobooth and Related Equipment:** The self-operated photobooth should be used as per posted instructions. Responsibility for damage or theft due to misuse or neglect may incur repair or replacement fees. Service may be refused or discontinued for inappropriate use or safety risks.

Copyright and Image Usage

- **Social Media Usage:** Clients are provided with high-resolution, watermark-free images for personal, print, and commercial use. When sharing on social media,

clients must either use a provided watermark or tag James Di Stefano Photography's official social media account.

- **General Image Usage:** The photographer retains the right to use photographs for promotional purposes, as previously stated unless a different agreement is made with the client.

Final Production Satisfaction

- We are committed to ensuring client satisfaction with every project.
- Any complaints or dissatisfaction will be addressed promptly. We initiate a follow-up call with every client post-delivery to discuss their experience and address any concerns.
- Complaints are first addressed over a phone call, and if necessary, a virtual meeting is scheduled for a more detailed discussion.
- We strive for resolution and client happiness, and we welcome feedback as a chance to improve our services.