

# TERMS AND CONDITIONS

In these Terms and Conditions, "the photographer" refers to Eva Vycitalova, trading as Eva Vycitalova Photography. "The client" refers to the person who has ordered photography services from the photographer.

## SERVICES AND PRICING

The photographer will provide the client with the agreed-upon photography services. The date and location of the photo shoot are usually confirmed via email, social media, or phone and are binding for both parties.

The description and prices for individual photo sessions and services are listed on the photographer's website or agreed upon before the photo shoot.

Additional fees may apply for services not included in the base price, such as fees for extra participants, express delivery, or transportation costs if the photo session takes place outside of Vienna.

If the client chooses to have the photo shoot at a location where an entrance fee is required, the client is responsible for covering those costs.

Vouchers for photo shoots are available upon request. The voucher is issued once full payment is received and is valid for two years from the date of purchase. If the voucher cannot be used within this time frame, the photographer may – but is not obliged to – extend the validity. However, there is no right to a refund for an unused voucher.

## BOOKING AND PAYMENT

A non-refundable deposit of minimum 25% of the total price is required to confirm the booking. By paying the deposit, the client agrees to these Terms and Conditions.

The remaining balance is due before final editing of the selected photographs and can be paid via bank transfer to the photographer's account or in cash immediately after the photo shoot.

Photographer's account number: AT50 1200 0100 2349 1169

The client's full name and the type of session booked must be clearly stated in the notes section of any bank transfer.

Every client can request an invoice for the services provided. To issue the invoice, the photographer will ask the client for their billing address.

## **CANCELLATION POLICY**

If the client needs to cancel the booked photo shoot for any reason, they may transfer their time slot to another person(s) at no additional cost.

In case the client cancels and does not transfer the session, the photographer will retain the non-refundable deposit of 25% as a cancellation fee. If full payment was made before the photo shoot, the deposit will be deducted and the remaining amount will be refunded. Refunds will be processed within one week of the scheduled session date.

Should a new date of the session be agreed, the client will be required to pay the full price according to the current price list. A non-refundable deposit of 25% will need to be paid again to secure the new booking, with the remaining balance due after the photo shoot.

In case of heavy rain or thunderstorms on the day of an outdoor session, the client is entitled to reschedule the session free of charge or change the location. Cloudy or cold weather is not considered valid reasons for rescheduling.

## **LIABILITY LIMITATIONS**

If the photographer is unable to perform her services due to unforeseen circumstances (e.g., injury, illness, equipment failure), she will make every effort to agree on a new date that suits the client.

If the photographer cannot offer a suitable date within one month of the canceled session, the client will receive a full refund.

For wedding photography, the photographer will arrange for a suitable last-minute replacement and refund the full amount paid by the client.

## THE DAY OF THE PHOTO SESSION

Clients are expected to arrive on time. Any delay may affect the duration of the photo session and the number of photographs provided.

Each type of photo session has a designated time frame. If the client requests additional time, the photographer may charge a surcharge. However, the photographer is not obligated to extend the session.

The photographer is not responsible for personal accidents that may occur during the photo shoot. Any directions given to the client or other participants are followed at their own risk.

## DELIVERY OF THE PHOTOGRAPHS

Within 1–2 weeks after the photo shoot, the client will receive an online gallery to select their favorite images. The **BASIC PACKAGE** includes a limited number of photographs, while any additional images will result in extra charges. The **PREMIUM PACKAGE** includes all photographs in the gallery.

Once the client has made their selection and paid any outstanding balance, the photographer will begin editing. Final delivery of the edited photographs will occur within 1–3 weeks after payment. Wedding photographs are typically delivered within 1–2 months, depending on the number of images taken.

The final images are provided via an online gallery, where clients can download both high-resolution and web-size versions without watermarks. The online gallery link will be active for one month and can be shared with family and friends.

Unedited RAW files will not be provided.

## **COPYRIGHT AND USAGE RIGHTS**

The delivered photographs are considered a fine art of the photographer and are protected by copyright. Re-editing of the photographs is prohibited unless previously agreed upon with the photographer.

All digital negatives remain the property of the photographer, who may retain them as long as necessary.

## **PUBLICATION OF THE PHOTOGRAPHS**

After each photo shoot, the photographer will ask the client for permission to use the images for promotional purposes (e.g., website, social media, portfolio). Without the client's consent, the photographer will not publish any photographs.