erms & Conditions

#### 1. Payment Terms

To book a photo session, a deposit of 50% of the total amount is required. The booking is only confirmed once the deposit has been received. The remaining balance is due on the day of the photoshoot.

### 2. Usage Rights

The client receives a non-exclusive usage right for private and/or business purposes, as individually agreed upon. Commercial use, resale, or transfer to third parties is only permitted with written consent from the photographer.

# 3. Copyright

All image copyrights remain with the photographer. The images may not be altered, edited, or resold without explicit written permission.

# 4. Cancellation Policy

In case of cancellation after the deposit has been made, the full deposit amount (50% of the total) will be retained. Refunds are only possible in cases of force majeure. Force majeure includes unforeseeable events (e.g. illness with a medical certificate, accident, or extreme weather conditions). In such cases, an alternative date will be arranged. In all other situations, the cancellation policy outlined in this section applies.

# 5. Liability

The photographer is not liable for any damage or loss occurring during the photoshoot, except in cases of proven gross negligence or intentional misconduct.

#### 6. VAT Exemption

As a self-employed entrepreneur based in Switzerland, I am currently not subject to VAT. According to Article 10 of the Swiss VAT Act (MWSTG), businesses with an annual turnover of less than CHF 100'000 are exempt from VAT registration.

### 7. Data Protection

All personal data provided by the client will be treated confidentially and will not be shared with third parties, unless the client has given explicit consent.

# 8. Additional Services & Travel Costs

- Additional edited images: CHF 30 per photo
- Express editing (delivery within 2-3 working days): CHF 50
- Travel within the Sargans-Chur area is included
- Travel to other locations will be charged separately
- Any studio rental costs are not included and must be covered by the client

# 9. Delivery of Final Images

- Final images will be delivered in JPEG format via an online gallery (Google Drive). The delivery time is up to 14 working days after the photoshoot.
- Files will be stored for 30 days and then automatically deleted.
- If the client wishes to select the images to be edited, this must be communicated in advance at the latest during the shoot.
- The selection must be made within 5 days of receiving the preview images. If no feedback is provided within this timeframe, the photographer will make the selection.
- Once editing has begun, selected images cannot be exchanged.

# 10. Client Delay

- A delay of up to 15 minutes is acceptable please inform me in advance whenever possible.
- If the client is more than 15 minutes late without prior notice, the session time may be reduced accordingly.
- If the client is more than 30 minutes late without any communication, the shoot may be canceled without refunding the deposit.

# **11. Preparation for the Photoshoot**

Discussion of shoot details such as location, style, outfits, and props will take place after the deposit has been received.

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