



# FOM STUDIOS PHOTOGRAPHY & VIDEOGRAPHY POLICY

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## 1. SERVICES

FOM Studios agrees to provide photography and/or videography services as agreed upon with the Client, including but not limited to shooting, editing, and delivery of final media.

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## 2. BOOKING & PAYMENT TERMS

- A **50% non-refundable deposit** is required to secure the booking date.
  - The **remaining 50% must be paid in full prior to the shoot date.**
  - **No services will be rendered unless full payment has been received.**
  - Payment confirms the booking and acceptance of this agreement.
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## 3. CANCELLATION POLICY

- The 50% booking deposit is strictly **non-refundable** and secures the scheduled date and services of FOM Studios.
  - In the event that the Client cancels the booking **10 (ten) days** or more prior to the scheduled shoot date, **no further** payment shall be due beyond the deposit already paid.
  - In the event that the Client cancels the booking less than **10 (ten) days** prior to the scheduled shoot date, the Client shall remain **liable** for an additional fee equal to 20% of the outstanding balance (being 20% of the remaining 50% of the total fee).
  - Any cancellation must be submitted in writing to be considered valid.
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## 4. RESCHEDULING POLICY

- The Client may request to reschedule the shoot; however, no refunds will be issued under any rescheduling circumstances.
  - Only one (1) reschedule request will be permitted per booking. Any further changes will be treated as a cancellation and Clause 3 (Cancellation Policy) will apply.
  - Where a reschedule is approved, all payments made will be transferred to the new agreed date, subject to FOM Studios' availability.
  - Rescheduling requests must be submitted in writing and are strictly subject to availability.
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## 5. WEATHER & UNFORESEEN CIRCUMSTANCES

- In the event of **adverse weather conditions or natural causes** that prevent the shoot:
    - The shoot will be **rescheduled at no additional cost**, subject to availability.
    - If rescheduling is not possible, a **mutually agreed refund or credit** may be issued.
  - FOM Studios reserves the right to determine whether conditions are unsuitable for shooting.
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## 6. DRONE OPERATION

- Drone services (if included in the agreed package) are **strictly subject to weather conditions and legal flight restrictions**.
  - FOM Studios reserves the right to determine whether conditions are safe and suitable for drone operation, including but not limited to wind, rain, visibility, and airspace restrictions.
  - If drone operations cannot be performed due to weather or safety concerns, they will either be **rescheduled (subject to availability) or cancelled**.
  - In the event that drone services cannot be performed due to weather, safety concerns, or regulatory restrictions beyond the control of FOM Studios, the drone portion of the service will be **refunded to the Client** or alternatively excluded from the final invoice.
  - All drone operations will comply with applicable aviation laws and safety requirements at all times.
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## 7. CLIENT NON-ATTENDANCE

- If the Client fails to attend the scheduled shoot without prior notice:
    - **No refund will be issued.**
    - The booking will be considered fulfilled.
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## 8. OVERTIME FEES

- Any time exceeding the agreed shooting duration will be charged at:
    - **1.5 times the hourly rate per hour (or part thereof).**
  - Overtime must be approved by the Client during the shoot.
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## 9. DELIVERY OF CONTENT

- Delivery timelines will be communicated prior to or at the time of booking.
  - Should the Client request expedited editing and delivery outside of the standard turnaround time, a rush fee of **20% of the total project** value will be applied.
  - Rush delivery is subject to FOM Studios' availability and workload capacity at the time of request.
  - Approval of rush delivery is not guaranteed and must be confirmed in writing by FOM Studios.
  - Final edited photos/videos will be delivered via agreed platforms (e.g., Google Drive, WeTransfer).
  - Raw footage/images are not included unless explicitly agreed.
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## 10. TRAVEL & PARKING FEES

- Where the shoot location requires paid parking, security-controlled parking, or any form of parking fees, the Client shall be responsible for covering all reasonable parking costs incurred by FOM Studios.
  - Parking fees will be reimbursed at actual cost, unless otherwise agreed in writing prior to the shoot date.
  - FOM Studios will, where possible, provide proof of parking expenses upon request.
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## 11. REVISIONS & ADDITIONAL EDITS

- The Client is entitled to **the number of revisions** as agreed prior.
  - Any additional edits beyond this will be charged at:
    - **R300.00 per edit/change.**
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## 12. CREATIVE CONTROL

- FOM Studios retains full creative control over the style, editing, and final output.
  - The Client acknowledges that final results may vary based on conditions and artistic interpretation.
  - All photographs will be edited in accordance with the established FOM Studios editing style, presets, and creative direction.
  - The Client acknowledges and agrees that this editing style forms part of the artistic identity of FOM Studios.
  - No revisions or re-edits will be permitted for photographs once the final images have been delivered, except where images are technically faulty or incorrect due to error by FOM Studios.
  - Any additional or alternative editing requests will be treated as a separate service and charged accordingly, subject to availability.
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## 13. USAGE RIGHTS & PROMOTION

- FOM Studios retains the right to use all produced content for:
    - Portfolio
    - Social media
    - Marketing purposes
  - This applies unless the Client specifies **confidentiality in writing prior to the shoot.**
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## 14. CLIENT RESPONSIBILITIES

- The Client is responsible for:
    - Ensuring punctuality
    - Providing accurate shoot details
    - Obtaining any necessary **permissions** for locations
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## 15. LIABILITY

- FOM Studios will not be held liable for:
    - Missed shots due to circumstances beyond control
    - Equipment failure (though all reasonable precautions are taken)
    - External disruptions during the shoot
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## 16. FORCE MAJEURE

FOM Studios shall not be liable for failure to perform due to events beyond control, including but not limited to:

- Natural disasters
- Government restrictions
- Illness or emergencies

In the event that FOM Studios is unable to attend or complete a scheduled shoot due to illness or emergency, the Client will be notified as soon as reasonably possible, and the booking will be rescheduled to the next mutually available date. Where rescheduling is not possible, alternative arrangements will be discussed between both parties.

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