

ESME FILM & PHOTOGRAPHY TERMS AND CONDITION
This contract contains the entire understanding between the Client and the Vendor.

These Terms & Conditions apply to all clients of the Vendors and the form a legally binding agreement when the Client submits the Agreement Form on the Vendor Website. By signing the online form, the Client acknowledges full understanding and acceptance of these Terms & Conditions. Upon submission of the Agreement Form, a legally binding contract is formed between Esme Film & Photography (hereinafter referred to as “the Vendor”) and the Client, who has provided their details in the Agreement Form.

Confirmation of Details: the client confirms that all information provided in the agreement form, questionnaire, including logistical details, personal preferences, and any additional notes, is accurate and complete to the best of their knowledge. The Client agrees to disclose all the details related to the events / wedding on this agreement like ceremony, reception, and getting ready venue addresses—including access limitations (e.g., ZTL zones, boat access only, restricted parking)—at the time of booking. Should any of these details change or update after the contract is signed, the Client must inform the vendor in writing no later than 2 months before the event /wedding. Any such update must be acknowledged in writing by the vendor to be considered received and confirmed. If no written confirmation is received by the Client, the change will be deemed unconfirmed and not guaranteed. The vendor cannot be held liable for late arrivals, missed moments, or incomplete coverage due to undisclosed or inaccessible locations. Any changes or updates to the information should be communicated promptly. The client understands that any discrepancies or omissions in the provided details may affect the final outcome of the services rendered. In the event that the Client has provided an incorrect address or date for the venue/event in the agreement form of this contract, the Vendor is not responsible for any resulting issues. Any additional travel costs incurred by the Vendor due to an incorrect address provided by the Client will be fully covered by the Client. If the incorrect address or date prevents the Vendor from reaching the correct location in time or at all, this agreement will be considered retained and canceled, with no refunds provided.

Professional Work Ethic and Practices: Esme Film & Photography, the Vendor, is committed to upholding the highest standards of professionalism and quality into its work. The vendor uses only the finest, high-end equipment to achieve its work. All recordings and photos are made using dual-slot SD cards for added security and reliability. The Vendor editing process is bespoke, with attention to detail that guarantees the best possible results. Each photograph and video clip is manually selected and meticulously edited, ensuring the highest quality. Rigorous backup protocols are employed to safeguard all images and footage. To tailor the services to each client’s specific needs, the vendor utilizes a detailed photography questionnaire (which the client is requested to fill out prior wedding/event day), provides a comprehensive photography wedding guide, and adheres to a carefully planned photography timeline. The following clauses between the vendor and the client further outline the terms and conditions of this agreement.

Artistic Style: This agreement confirms that the Client is familiar with the Vendor’s portfolio and has booked Esme Film & Photography with full knowledge and appreciation of the Vendor’s artistic style. The Client understands and agrees that the Vendor’s style is a fundamental reason for choosing Esme Film & Photography for their wedding or event photography and videography services.

Performance: For the purposes of this agreement, “the Vendor” refers to Esme Film & Photography, including its founders, employees, contractors, and any associates engaged in providing photography, videography and content creation services. Photography and/or videography responsibilities on the wedding day will be performed by the Vendor and may include their selected associated photographers and videographers. All associated Photographers and videographers are sole professionals with equal quality. The Vendor will make every reasonable effort to capture important moments and provide high-quality coverage of the wedding day. Due to the nature of live events, Esme Film & Photography is not liable for any specific moments that are not captured or delivered, especially in cases of third-party interference, unforeseen circumstances, or lack of cooperation from the Client, other vendors, or attendees. All creative and logistical decisions regarding the documentation of the event, including the selection of moments to be included in the final deliverables, are at the sole discretion of Esme Film & Photography.

Cooperation: The Client and the Vendor consent to happily cooperate and communicate with each other to achieve the best possible result within the understanding of this contract. The client also agrees to give the vendor sufficient warning of key events at the wedding to give the vendor time to prepare e.g. Bouquet throwing, cutting the cake, speeches, etc. Both the Client and the Vendor, therefore, agree that punctuality and cheerful cooperation are essential to producing outstanding photo and or video results.

Confirmation of Team Members and services: For every operator confirmed under this agreement (including lead photographers, second shooters, videographers, and/or content creators and any other), once the contract is signed and the initial deposit is received, cancellation or removal of any operator is not permitted. The vendors will secure each operator availability and fully reserve exclusively for the client’s event, and their services are secured from the moment of booking. The client remains responsible for payment in full of all contracted services, regardless of any subsequent change in guest count, timeline, or perceived need. Requests to reduce the balance by canceling team members or services after booking will not be accepted. Failure to pay the remaining balance in full by the agreed due date constitutes a breach of contract, as failure to full payment is subject to immediate cancellation of the contract and negates any further obligation of performance by the vendor. All retainers and any payments made up to that point will be retained as liquidated damages and will be strictly non-refundable, the availability for the date will be released. The Vendor will have no further obligation to provide services.

Coverage: Coverage provided by the vendor is to be considered continuous (it always includes any logistic time, transfers, delays from third-parties, meal breaks and any other interruptions) and will end at the agreed amount of time regardless of any interruptions. All coverage hours provided by Esme Film & Photography are to be considered “up to” the agreed number of hours. Coverage may conclude earlier at the discretion of Esme Film & Photography and the client once all agreed events have been documented. Extra hours can be added, but the Vendor and any of its associates do not work for more than 13 hours continuous. Delays and Schedule Changes: once coverage start and end times are officially confirmed and finalized in writing, these times cannot be modified last-minute. Any delays or changes to the schedule (whether on the wedding day or on any pre- or post-wedding events) will either be deducted from the agreed coverage time, or require the purchase of additional coverage hours at the agreed rate.

Location Access, fees, permits: All permits to access and shoot at locations that require permits, fees, permission or special access will be obtained and paid for by the Client, including parking and drone fees and permits. The Client will make herself/himself aware of the rules of the venue and/or any shooting location. If the clients provides an incorrect address for its venue, it is not the Vendor’s responsibility, and all travel costs to reach the correct address will be covered by the client in full. Should the Client provide an incorrect address for the venue or any event location, and the Vendor arrives at that address in good faith only to discover the error, the Vendor cannot be held responsible for any resulting delays or loss of coverage. If the correct location is, at that point, logistically unreachable within the same day or in team to start the agreed coverage, and services cannot be rendered as planned, the Client assumes full responsibility. In such a case, the Vendor shall not be liable for any missed service, the missed hours will be treated as lost and will remain fully non-refundable. This extends also in case a correct date is not provided by the Client on page 1 of this Agreement (dates are always expressed in day/month/year format).

Transfer/Transportation and Parking: The vendor and their team will independently arrive at the primary (and secondary if booked) venue/location provided by the client on the first page of this agreement. It is the client full responsibility to guarantee a parking space for the vendor and any associates at the venue/location directly. If a parking cannot be guaranteed or in case the location(s) provided by the Client for the wedding day or any secondary events are situated within a restricted traffic zone (ZTL), on an island, or in any area not directly accessible by car (e.g. pedestrian-only areas, limited access roads, or mountainous/remote locations), or the location/venue does not have a designed parking space for the vendor and/or any of its associates, it is the Client responsibility to organize and cover the full cost of any necessary transfers to ensure access for the Vendor and their team. This includes, but is not limited to, arranging appropriate transportation (such as water taxis, shuttles, golf carts, boats, private transfers, NCC or similar) from the Vendor’s accommodation (hotel, Airbnb, or private residence depending on the travel itinerary), airport, or nearest train station—whichever is most logistically appropriate. The Vendor will not rely on nor be responsible for securing last-minute transportation (such as taxis or rideshare services) at any stage of the event day, especially during night hours. All transfers must be pre-arranged by the Client. This requirement applies to both arrival and departure: transfers must be arranged both to bring the Vendor’s team to the venue before coverage begins and to return them to their accommodation or departure point once coverage ends. Should any costs arise related to transportation—such as parking fees, garage charges, access permits, or travel taxes, or fines—these will be invoiced to the Client and are to be paid within 7 days of notice. Failure to provide proper access that impacts the Vendor’s ability to perform services in a timely and complete manner, the Vendor will not be held liable for any missed coverage resulting from lack of transport arrangements and coverage will be considered as lost. For any additional shooting required outside the main venue/location, it is the responsibility of the Client to arrange and cover the costs of transportation for all photography/videography staff and their equipment. Please note, the Photographer/Videographer will not use their personal vehicle or taxi for reach any additional location/locations, and any required transfers must be provided by the Client at their expense. It is required that the vendors team is left at the nearest entrance to carefully unload and upload all the needed equipment.

Extra events (Engagement / Welcome dinner / Pool Party /any secondary events): if a pre-wedding shooting is included in the service included in the agreement form of this contract (get-together) that can be used for the client’s rehearsal dinner, a sunset engagement photo session or pizza party (or similar), it must be held the day before the wedding/event day in the same location or no more than 5 km away from the venue filled by the client on the agreement form of this contract (if more far away travel fees may occur) not before 7 pm and not after 10 pm, will include a photography session with one photographer unless differently specified on the agreement form of this contract. If a after-wedding session (Honeymoon session) is included in the service included in the agreement form of this contract, that can be used for a brunch/pasta masterclass/pool party, must be held in the same location or no more than 5 km away from the venue address provided by the client on the agreement form of this contract (if more far away travel fees may occur) and must be held the day after the wedding/event day and coverage should not end after 1 pm, this will include a photography session with one photographer for the agreed hours unless differently specified on the agreement form of this contract. For engagement sessions, if this is included in the agreement form of this contract, no travel fees apply if the shooting is happening in the area between Florence and Lucca. If the shooting is happening outside this area, travel fees and/or accommodation fees apply on top of prices. The session includes a photography session with one photographer for the agreed hours unless differently specified on page 1 of this agreement. Any secondary events, such as Engagement Sessions, Welcome Dinners, Pool Parties, or similar services not booked and not included in the package on the agreement form of this contract, will be sold at the current market price, as prices are updated regularly, regardless of any previously quoted amounts.

Extra Services: the Client may request additional services or add-ons not included in this Agreement. All such services are subject to the Vendor's availability and will be quoted at the current rate at the time of the request. Prices for services not included in this Agreement are dynamic and may vary over time due to factors such as availability, seasonal demand, travel logistics, or operational costs, all prices are updated regularly and are subject to change at any time without prior notice. Only the services explicitly selected, confirmed, and paid for at the time of signing this Agreement are guaranteed at the initial quoted rates. By signing this Agreement, the Client acknowledges that the only way to lock in the rate of any extra service is to have it booked officially at booking time, together with the selected main collection. Any services requested after the signing of this Agreement will be subject to the Vendor's availability and current pricing, without exception. Below is a list of optional services the Client may choose to add at a later time but no later than 30 days prior to the event. If the Client wishes to include any of these, the updated rate must be confirmed directly with the Vendor at the time of the request and is subject to both cost and availability:

- Content Creation // Engagement session / Day before / day after the wedding (photo or video 2 hours session) // Second shooter // 35 mm Film Photography
- Video extras (only bookable if a videographer is included on the package on page 1 of this agreement):
- Full ceremony (full video and audio recording delivered as a separate video max. of 30 minutes with original audio) recorded on 1 camera or on 3 cameras
- Full speeches / full scenes videos (full video and audio recording delivered as a separate video max. of 30 minutes with original audio)
- Social media teaser (in 4k in portrait mode ideal for social media sharing)
- Documentary Wedding film (approx. 1 hour long)

The following add-on services are offered at fixed base rates that are not subject to change over time. These may be added at any stage, subject to availability.

- Extra coverage main photographer / videographer ~ 300 € / hour each professional
- Second photographer / videographer / content creator ~ 200 € / hour each professional
- Extra hours of editing: 250 € / hour

Prices for all add-ons services are always Net, travel/accommodation and Taxes/VAT costs will apply on top

Vendor meal: The client agrees to provide one hot **vegetarian** meal for each Esme Film & Photography team member (including associates and second shooters/content creators) during each event covered. Meals must be served at the same time as the couple and guests, as the vendor does not photograph or film while client and guests are eating. A designated dining area must be arranged close enough to the reception space to allow the vendor to maintain visual contact with the client and be available to return immediately if called for important moments. If any key events take place during the vendor's meal break, it is the client's responsibility to notify the vendor in timely manner. If any of these requirements are not met, the vendor is not held responsible for any important moments missed. If no meal will be provided to the vendor, the client must inform the vendor at least one week prior to the wedding/event day. In such cases, the vendor and any associates will leave the venue and take a break (that can be up to two hours) to obtain sustenance, this break is considered part of the contracted coverage time, therefore the hours of coverage are not extended to compensate for this absence as well as any resulting missed moments or coverage during this period is not the responsibility of Esme Film & Photography.

Exclusivity Clause: The Client agrees and guarantees that Esme Film & Photography is the sole and exclusive professional responsible for all photography / videography services at the event. This exclusivity ensures that no other photographers, videographers, content creators—whether professional or amateur—are permitted to document the event in any capacity. The Client is responsible for ensuring that this exclusivity is respected by all attendees and vendors. This clause is essential to maintain the integrity and professionalism of Esme Film & Photography's work and to meet industry requirements for potential publication. Any violation of this clause will be considered a breach of contract and may result in legal action. Should any infringement occur during the wedding/event, including interference by other photographers / videographers / content creators, the Vendor and its associates reserve the full right to immediately stop all work until the interfering party leaves the event. The Vendor shall not be held liable for any missed moments or delays resulting from such interference. The vendor is permitted to verbally request that guests refrain from photographing or taking video during the bride and groom session. All images and videos captured by Esme Film and Photography are subject to full copyright protection under Italian law (Art. 98 and 99 of Law 633/1941 on copyright protection). Esme Film and Photography retains full ownership of the copyrights for all photographic and video content produced during the event. The Client understands and agrees that any use, reproduction, or distribution of these images or videos, especially for commercial use, whether by the Client or any third party, requires the prior written consent of Esme Film and Photography. Should any third party, including vendors hired by the Client, or by any other participating at the event, capture or publish images or videos of the event without proper authorization, this will constitute a breach of this agreement. Esme Film and Photography reserves the right cancel this agreement and to pursue legal action, including claims for damages, in accordance with Italian law. The Client acknowledges that Esme Film and Photography's exclusive rights must be respected in order to prevent any conflicts with media outlets, magazines, or other forms of publication that require full copyright ownership and exclusivity of the content. The Client grants the Vendor full permission and irrevocable rights to use, publish, reproduce, and distribute any and all photographic and videographic content captured during the event, including but not limited to images and footage of the Client and all attendees, for portfolio, website, social media, advertising, promotional, editorial, and any other lawful purposes. The Client acknowledges that the Vendor retains exclusive rights to the content and that no additional permissions or releases shall be required for such use.

Copyright: All copyrights and intellectual property rights to the photographs, videos, and any other media captured or produced by Esme Film & Photography are and shall remain the exclusive property of Esme Film & Photography, as governed by Italian Law No. 633/1941 on copyright protection ("Legge sul Diritto d'Autore") and European Union Directive 2001/29/EC on the harmonization of certain aspects of copyright and related rights in the information society. Esme Film & Photography grants the Client a non-exclusive, personal license to make copies of the final edited images and videos under the following conditions: The Client may use the images and/or videos strictly for personal, non-commercial purposes (i.e., to print, share, and display the media for personal enjoyment or for sharing with family and friends). The Client is expressly prohibited from making any commercial use or to change the in any form or way the images or videos without prior written authorization from Esme Film & Photography. Commercial use includes, but is not limited to, selling, licensing, or distributing the media for any form of monetary gain, including any use by wedding vendors. Any sale, publication, or use of the photographs or videos for promotional, commercial, or marketing purposes, either by the Client or third parties (including but not limited to wedding vendors, venues, or planners), is strictly prohibited without the explicit, prior, written consent of Esme Film & Photography. Any commercial use without such authorization will be considered a direct infringement of Esme Film & Photography's exclusive rights and will result in immediate cancellation of this agreement and legal action, including claims for damages and other remedies as provided by Article 158 of the Italian Copyright Law and relevant EU regulations. RAW images and video clips are considered proprietary and protected work products of Esme Film & Photography. These files will not be released to the Client except under separate, specific terms agreed upon in writing, which may include the sale of such files. In the event that Esme Film & Photography agrees to sell RAW footage or unedited Jpeg files, these files will be transferred in their raw, unedited form. The Client acknowledges that these files are provided "as-is," without any post-production editing or corrections. The sale of RAW footage or Jpegs does not, under any circumstances, include the transfer of copyright or intellectual property rights, which remain the exclusive property of Esme Film & Photography. A separate agreement will be required to transfer limited usage rights, and an NDA (Non-Disclosure Agreement) may also be required to protect the intellectual property. Esme Film & Photography retains the exclusive right to publish, license, or otherwise distribute any media captured during the event. This includes, but is not limited to, the right to submit the images and/or videos to blogs, magazines, or other media outlets for editorial, promotional, or commercial purposes. This right is protected under Italian Law (Art. 98 and 99 of Law No. 633/1941) and the European Copyright Directive. Any attempt by third parties, including vendors or others present at the wedding or event, to publish or distribute the photographs or videos captured by Esme Film & Photography or infringing exclusivity clause of this contract, without permission the Client acknowledges that any violation of this clause, including unauthorized use, publication, or distribution by the Client or third parties, will result in immediate legal action. This applies equally to violations by wedding vendors, planners, or any other third parties involved in the event.

Photo Delivery: delivery of all the files is upon receipt of a link to access an online web gallery where the client can download all files. It is the Client's full responsibility to download, back up, and securely store all files when these are delivered. Agreed Wedding/event Photos included in the agreement between the Vendor and the Client will be digitally delivered through a link or online gallery within 24 weeks from the main event/wedding date. Please note this only refers to the agreed photos, all other services (such as video or content creation are not included and have different deadlines, please refer to the relative sections of this agreement). For sneak peeks (gallery previews) regardless of the collection or package booked by the client, these only and always refers to images (photos) and the Sneak Peek gallery will see approx. 30 final edited pictures within 7 days from the main event/wedding date. The Client accepts all responsibility for archiving and protecting the images/videos once these are delivered. The final gallery, along with any other galleries related to events / session part of this contract on page 1 (such as sneak peeks or any other sessions), will be available online for four (4) months from the date of delivery. After this period, the online gallery/galleries and all associated links will expire, and all images/videos will be permanently deleted. This includes all wedding /event files and any other files associated with extra events, sneak peeks, engagement sessions, or any additional galleries included in this contract. If a separate gallery is delivered (such as a Sneak peek gallery or a session gallery or any other part of this contract) these may have a different delivery time which is outlined outside of this contract in written form by the vendors, this does not include the wedding / main event gallery. If no external information regarding delivery of these secondary event/events is provided then this section applies. If any 35 mm film photography is included within the services booked by the client within this agreement on page one or added as an extra service on a later stage, all 35mm film photographs will be always delivered in digital format only. Physical negatives, prints, or any paper-based versions are not included and are not part of deliverables, prints may be requested by the client and sold by the vendor as an extra.

Any request made by the Client for adjustments beyond the Vendor's standard editing — such as corrections of unexpected, real-life issues that may arise on the wedding day (for example: visible bruises, temporary skin marks, makeup mismatches between face and body, fabric or veil discoloration, stains, or similar anomalies) — must always be considered within the limits defined in the section "Photo and/or Video Retouches and Client's Requests" of this Agreement. These types of retouching requests are not included in the standard service and may fall under the additional editing fees stated in that section. If, at the Vendor's sole discretion, certain minor corrections are accommodated as a courtesy and without charge, this does not constitute a modification of the Vendor's policies nor an obligation to apply such corrections to the entire gallery. Should the Client request that these adjustments be applied to a large number of images — or to the full gallery — the Client acknowledges that all delivery timelines will be automatically extended, as such work requires substantial additional production time. Depending on the quantity and complexity of the requested changes, delivery delays may extend by several weeks or more. The Client understands that these requests remain subject to the Vendor's discretion, will only be performed when compatible with the Vendor's style and editing limitations, and cannot include any form of heavy retouching, digital alteration, or reality modification, which remain expressly excluded under this Agreement.

Photo and/or Video retouches and Client's requests: By booking Esme Film & Photography, the client acknowledges and agrees to the vendor's style and approach, based on the vendor's portfolio, the Client knows its style is natural and reflects reality. Small retouches of the skin and tones are done at the vendor's discretion during the editing process but no strong retouching will be done to any photo under any circumstances. The vendor does not make any heavy retouches or reality alterations (e.g. sky replacement, background replacement, body /face retouches). Should the client wish to have done heavy retouches on photos after delivery, this will be at the discretion of the vendor and for an additional fee. This type of retouches (including but not limited to: body or face modifications e.g., slimming, skin smoothing, wrinkle or eye bag removal, background changes, or object/person removal, environmental conditions such as weather, lighting, or sun flares, flashes, any artificial light effects, or uneven lighting, background noise) are not possible on videos. Video stabilization and slow motion are at the vendor's discretion. The audio reflects also reality. Therefore the vendor must know about key elements of the Client's wedding/event in advance so that the important images/videos may be captured. Any information provided and discussed is not part of this contract, nor shall such information modify this contract. The vendor will work to meet all of the Client's reasonable requests and expectations within the Vendor style and approach; however, the vendor does not work on shot lists of any form and does not guarantee replication of specific photo/video suggestions or pose suggestions from images taken by other Vendors as each wedding's location, light, and couple are unique and therefore an exact replication cannot be guaranteed or requests that do not align with the Vendor's style and artistic vision. In the extraordinary circumstance where Esme Film & Photography determines that the couple's expectations are too unrealistic, or/and if the Client asks the Vendor to work against its style, approach, work ethic, and/or in case the Clients demands services beyond the scope of vendor's work and not covered by this contract, The Vendors reserves the exclusive right to cancel this contract (This clause is solely for the vendor's discretion and cannot be invoked by the client). In such cases, Esme Film & Photography reserves the right to cancel at any stage the booking and this contract and will provide a full refund, including all deposits paid, to prevent potential conflicts and ensure mutual satisfaction.

Post-production and file keeping: The final post-production and editing styles, effects, retouches, color correction and overall look of all images/videos are entirely at the full discretion of the Vendor, which will determine which images and/or videos will be delivered to the Client. The Client may request additional edits only within two (2) weeks after delivery date. These requests will be subject to a fee of €50 per image and €300 per hour for photo or video editing session (on both fees vat applies). The Client acknowledges that all extra retouching work, regardless of whether such work is complimentary or paid, will be added to the Vendor's production queue and will be completed within six (6) months from the date of the Client's request. This timeframe accounts for the Vendor's workload, peak-season demands, and strict delivery deadlines for other Clients. The Vendor is not obligated to perform additional editing immediately upon request, and no expedited turnaround can be guaranteed unless agreed upon in writing and subject to additional rush fees (when available at the Vendor's discretion). This applies to all extra editing requests, including minor corrections (e.g., temporary skin marks, discoloration, makeup inconsistencies, garment or fabric color mismatches), and to any retouching service offered by the Vendor outside the standard editing process. After the two-week period, the Vendor will permanently delete all the Client's raw files and all other for, and therefore, additional edits, changes or purchase of raw files cannot be made nor requested. The Vendor does not permanently archive the client's files and is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to store files and for any inability to access the digital files in the future due to technological changes. The Vendor does not archive image files beyond this period. The client may request a rush or faster delivery (within 2 weeks from request) this option is on the vendor availability and with a fee will apply. It is the full responsibility of the Client to ensure that the final gallery link has been received and to check their inbox, as well as any other email folders (including spam, junk, or any other email folder). It is the Client's responsibility to contact the Vendor promptly to verify receipt. The Vendor is not responsible for ensuring the Client checks their email folders or confirms the receipt of the delivery. Terms and conditions of this clause will apply regardless and the expiration and deletion deadlines for the gallery will remain in effect. All raws and any other file format (photos / videos / content / any other) are automatically permanently deleted on all the vendor's hardware or cloud storage within 2 (two) weeks from delivery date.

File Keeping, Raw photos and footage: The vendor will record and/or photograph in dual SD-slots to maximise the safety of the files. Raw photos and/or footage will be kept on the vendor's hardware or clouds for 2 (two) weeks after the official delivery, after this time all RAW files (photos / videos and any other file or copy) will permanently deleted. It is highly recommended to the client to back up the final photo and/or wedding films in full on at least on 2 (two) different devices in triple copy when files are delivered by the vendor. The online gallery delivered to the client will remain active for a period of 4 (four) months after delivery, after this time the gallery will expire and access to it won't be possible, therefore a back up by the Client within this timeframe of all files is essential. After final delivery the vendor will not take further responsibility. Raw photos and footage are not included in any of the vendor's packages and are part of the intellectual property of Esme Film & Photography only (also check "copyright" paragraph of this contract).

Light limitations : The Client acknowledges that if any part of the wedding occurs at a time or in a location where natural light is absent, The Vendor will have to use artificial light sources (such as professional lighting and flashes) to guarantee maximum results and the images and/or videos may look different from the natural light images and video. The Client acknowledges that the images shall not be subject to rejection based on taste, aesthetic criteria, or personal appearance. The Photographer should not be held responsible for backgrounds or lighting conditions that may negatively impact or restrict the photo and/or video coverage.

Limit of Liability: The Client is liable to notify the vendor if the Client hires another photographer and or videographer, professional or amateur. The vendor can not be held liable for failing to capture images or videos that are disrupted by guests or other vendors, due to reasons that include but are not limited to obstruction, subjects looking at other cameras, other flashes going off, etc. The vendor prohibits the Client's guests from photographing/filming over his/her shoulder or in front of them (also if the full ceremony is recorded during this time in front of any backup cameras) and prohibits the use of wedding images in a same-day slideshow at the wedding that is put together by any person. If the vendor or their associates are too ill or become injured and cannot supply the wedding services specified above, the vendor will try to book a replacement wedding photographer or videographer. If a replacement photographer or videographer can not be found, liability is limited to a refund of any payments received. Refunds by the vendor won't be possible in any other circumstance. The vendor has working methods in place to prevent loss or damage to final images/footage. However, there is the unlikely possibility that images/footage may be lost, stolen, destroyed for reasons beyond the vendor's control (including cases where one or all analog rolls of 35mm film photos are damaged or unusable), in these circumstances, liability is limited to the return of fees paid for the service or part thereof according to the percentage of images/footage supplied. Refunds by the vendor are not possible in any other circumstance. The Client also acknowledges that second shooters and assistants are not lead photographers or videographers, and therefore do not carry the same level of responsibility, creative direction, or liability. Their role is strictly to support the main shooter(s) by capturing secondary angles or assisting operationally throughout the event. By default, they are not intended to operate independently or replace a main shooter in full. The presence of a second shooter or assistant should not be interpreted as the ability to fully cover simultaneous events. To ensure the best artistic and technical outcome, it remains the responsibility of the main shooter(s) to lead and document key moments in full. For this reason, timelines should be structured to avoid overlapping events where the main shooter cannot be present. The vendor cannot be held liable for any missed or partially covered moments resulting from timeline overlaps not supported by appropriate staffing.

Rescheduling fees - For any Wedding/Event location or date change, the following terms apply:

1. Location Change: If the location changes but the date remains the same, the Client must communicate the new location to the Vendor within 2 months of notifying the Vendor of the intent to change. If the Vendor is available and the new locations does not interfere with the existing travel plans of the vendor, the client will cover all travel/accommodation costs and these will be added on top of the agreed service cost of this agreement. For any location change, a fee of €500 will be applied. If the Client declines to cover these costs, this contract shall be treated as void, and all retainer fees shall be non-refundable. If the location is not suitable with the vendors plans and travels plans this contract will be void and all retainer fees shall be non-refundable.

2. Date Change: If the wedding/event is rescheduled to a new date, but the locations remains the same, the Client must communicate the new date to the Vendor within 2 months of notifying the Vendor of the intent to change.

a. Vendor Availability: If the Vendor is available for the new date, the Client is responsible for all new travel and accommodation costs and a fee of €500 if the new date is within the same year as the original. A fee of €1000 if the new date is in a different year (1+ years).

b. Vendor Unavailability: If the Vendor is unavailable, this contract shall be treated as void, and all retainer fees shall be non-refundable.

Finalizing the New Date or Location: The Client must communicate the new date or location to the Vendor within 6 months of notifying the Vendor of the intent to reschedule. Failure to provide this information within the specified timeframe will void this contract, and all fees paid will remain non-refundable.

In the event that the Client declines to cover Vendor's travel and accommodation costs, this contract shall be void and all retainer fees shall be non-refundable. If the vendor is not available for the new date, they will attempt to locate other associate professionals to replace the vendor on the date of the event. Final editing will be made by the vendor. If no associate professionals are available, this contract will be void and all fees paid up to that point will be non-refundable. If a location or date change is caused by natural disasters or epidemics the same rules of this section apply.

Any cancellations or changes made less than 48 hours before the confirmed date and time of any event, including secondary events such as Engagement Sessions, Welcome Dinners, or similar events, will be considered a 'no-show' and are non-refundable. No refunds or rescheduling will be offered for cancellations or changes made within 48 hours of the scheduled event. Refunds are not possible for any reason.

Safety, ethics and damages: The Vendor and its associates are committed to maintaining a safe and professional environment at all times. The vendor ensures at all times that it maintains an ethical, professional and respectful attitude toward every person present during the event/wedding. It is the client's full responsibility that during the event, from its beginning to its end, he/she ensures the proper and safe behaviour of themselves, all guests, attendants, other vendors, and other staff members of all kinds and it's the client's full responsibility to not compromise the vendor's or its associates' work and equipments. It is the client's full responsibility to ensure a safe space for the Vendor and/or Associates to work in. In the event the Vendor or his/her associates experience any inappropriate, threatening, hostile or offensive behaviour from any guest or other person at the wedding or other event then the following process shall be followed: first offence: a verbal warning will be issued to clients directly to make him/her fully aware; second offence: the offending person/group will be required to leave the wedding/event immediately; third offence: the Vendor and any associates will end wedding coverage immediately and leave the event. The vendor or any of its associates may decide to leave the wedding/event immediately if their safety is compromised or threatened or if acts of violence, racism, and/or discrimination (including, but not limited to, episodes of drunkenness, unwelcome sexual advances and verbal or physical conduct of a sexual nature) occur towards the vendor (associates included) itself or towards guests/other vendors/staff present. In such circumstances, the vendor is entitled to keep all retainers paid hereunder, and it goes under the Client responsibility missing parts in the final delivery by the Vendor caused by incomplete wedding or event photography and/or videography coverage. The Client is fully responsible for any damages caused by themselves, their guests, attendants, other vendors (for vendors only in second instance), and staff members to the Vendor and associated equipment. In case of damage to any of the vendor equipment caused by the Client, their guests, attendants, other vendors (for vendors only in second instance) the clients will take full responsibility of compensating the damages. Any kind of performance from the vendor pauses until full compensation of the damage has fully been guaranteed or compensated by the client. Should the Client refuse to compensate damage to vendor's equipment, this contract may be deemed void until the damages are paid in full. Should the Vendor follow specific lines especially for cultural and religious traditions, these must be communicated at least a week prior from the Client to the Vendor in a written form and a written confirmation from the Vendor must be obtained.

Planning, Timeline and coverage, Questionnaires, and Wedding Guide:

-Planning and coordination duties on the wedding/event day are not covered by the vendor, while the vendor offers guidance and expertise in creating a photography timeline, its primary role is to photograph / record events as they happen. Therefore, it is not within the vendor's responsibility to organize the day's events or re-arrange times in the event of delays caused by other vendors, guests, or any other factors. Especially it is not the vendor responsibility to call or arrange any sort of transportation. In case a wedding planner is hired by the Client, it is the Client's responsibility to inform the wedding planner and their associates about all the Vendor's terms and conditions such as, but not limited to the laser policy, parking requirements, permits, meal provisions, and any necessary permits or limitations to observe or obtain. If a wedding planner is not hired, these responsibilities fall to the Client.

-Timeline and Coverage: The final wedding timeline and any logistics affecting the vendor's work must be submitted and approved no later than 1 month prior to the event. After this date, no major changes (e.g., shifts in coverage start time, additional locations, or added moments) can be guaranteed or accommodated. The vendor will base their performance on their timeline and will be on time whenever the vendor has direct control, this excludes delays because of accidents/traffic or third parties. All schedules or itineraries must be confirmed at least two months before the wedding. The vendor will advise the Client with timeline suggestions for optimal coverage and provide recommendations regarding photography and/or videography based on their artistic taste and expertise, but will limit themselves to those. The Client will let the Vendor know about any changes on the given timeline, therefore the vendor is not responsible for missed coverage due to wedding timeline changes including but not limited to changes made by Wedding planners or coordinators, guests, clients or any other. Notification of any changes in schedule or location must be made in a timely manner, a month before the wedding / event date. Changes must be made in written form for documentation. If an email is sent, confirmation of receipt must be obtained.

The vendor will provide a photography wedding timeline based on the hours of coverage booked on page one of this agreement, this document will include the official working hours for Esme Film & Photography and all associated team members (including second shooters and content creators). This timeline will be based on the couple's official wedding schedule, but for the purposes of coverage start and end times, the Esme timeline shall be considered final and binding. Suggestions and knowledge on official wedding timelines, logistics, permits, or specific conditions of other vendors or locations should not be attributed to the vendor.

-Questionnaire: the client shall complete the Wedding Questionnaire at least one month before the wedding/event date before any last calls and knowledge that the work of the Vendor in their photography and/or videography timeline is based on Client's answers on the given Questionnaire.

-Wedding Guide: the vendor will deliver its photography Wedding Guide, which contains recommendations from the vendor to the client. It is the client responsibility to assure that the vendor will work in a safe and tidy space at all times. It is highly recommended that the designated space for the vendor's work be clean, tidy and clutter-free, if not so the vendor shall not assume responsibility for any potential damage to furniture or other objects within the space, full responsibility shall rest with the client.

Cinematic Highlight Wedding Video, delivery and video Extras: this clause applies only if a video is purchased by the client within this agreement and appears under the commissioned services n page 1 of this agreement and will include a cinematic highlight video: a carefully curated film that captures the essence and key moments of the main event / wedding day. Typically for 11 hours of coverage the length of the video starts from 5 minutes (maximum length is 20 minutes). As the name suggests, this video focuses on showcasing the highlights of the event day in an artistic and engaging way. Any full scenes, such as the complete ceremony or full speeches, or others, are not included in the highlight video and are never recorded on the day unless ordered separately as an extra service. If not ordered these full scenes will not be recorded and therefore it will not be possible to request a full version afterwards, as it won't exist in the vendor's footage at all. Full scenes can be added as an additional service and delivered as a separate video if requested. As all extra services, these videos can be ordered only if a videographer is art of the agreement and only if the vendors has confirmed in written form availability. As all add-ons and extra services, this services will be sold at then-current prices. If a social media trailer or teaser are part of this service agreement, it will be of approximately from 30 seconds up to 1 or 2 minutes long.

The Client can add and ordered scenes and extra services at least 20 days before the Event/wedding, the vendor also can supply (if a videographer is available):

-Full Ceremony video: max. 30 min. length, filmed on 3 cameras with original audio - to be ordered at least 15 days BEFORE the Event/wedding

-Full Speeches Video: max. 60 min. length, filmed on 2 cameras with original audio - to be ordered at least 15 days BEFORE the Event/wedding

-Full scenes (e.g. Full First Dance, Full First Look, Firework shows or similar) video: max. 30 min each video, filmed on 1/ 2 cameras with original audio - to be ordered at least 7 days BEFORE the Event/wedding.

If the client has not ordered any of the options listed above before the wedding or event, the options listed above will and cannot not be provided.

Videos delivery time is within 6 months from the main event /wedding day delivered digitally in High Resolution. All raw will be automatically deleted after 2 weeks from delivery date. Digital delivery links or gallery will expire after 4 months from delivery date. The delivery timeline for video products is independent and separate from that of photography or any other services, and may occur at different times.

Music for videos: if a video or any content social media edited video are purchased by the client within this agreement, Music choice is left to the discretion of the vendor. If the Client wishes to choose music, she/he must notify the Vendor before the wedding day. The vendor has to license all the songs for all films. The platforms used by the vendor for music licenses are Audiio/Epidemic Sound, and the Client can search through their library and pick up to 3 songs from the libraries given and the vendor will pick one depending on footage. Should the client request music that is copyright covered, it is the client responsibility to purchase all the right for commercial use of the song /songs. If the Client is not satisfied with the music chosen by the vendor, music can be changed but a new video must be created which will incur a fee of 1000 € + vat.

Content creation: Devices, Post-production, editing and delivery

If a content creation service is part of this agreement, content creation responsibilities on the wedding day will be performed by the Vendor (a professional photographer, videographer, or content creator) or by one of their associated professionals. All associated photographers, videographers, and content creators are experienced professionals who operate with the same high standards and artistic vision as the Vendor. The Vendor will utilise last-generation Apple iPhones to capture all content, both photo and video. By default, iPhones take pictures in HEIF or JPEG format and videos in MP4 format. Should the Client require a different format, this must be requested in written form at least one (1) week before the wedding or event date and must be acknowledged with written confirmation from the Vendor. All content (photos and videos) captured throughout the day will be delivered in two stages: Initial Delivery (Unedited Files). Delivery of all (unedited) files—both photos and videos—will begin by the end of the wedding or event night. Primary Delivery Option: A USB pen drive will be handed directly to the Client at the end of the Vendor's scheduled coverage. This drive will contain all photos and video clips captured up to that point. However, files from the very last part of the evening might be missing. Secondary Delivery Option: Any missing files from the latter part of the night, or all files if the USB transfer is not feasible, will be delivered via a digital transfer method such as Google Drive, Shared Album, WeTransfer, AirDrop, or another suitable platform. If the Client receives a USB pen by the end of the night, full responsibility for the safekeeping of all files transfers to the Client. In this case, the Vendor will retain a duplicate copy of all files delivered for an additional 1 (one) week as a backup after the wedding / event, after which all files will/ may be permanently deleted. Edited Delivery (Short Form Video): the agreed number of edited Reels/TikTok-style videos will be delivered separately within 72 hours after the event date, depending on the package and workflow. All unedited photographs and video clips will be delivered exactly as captured, without any post-processing or visual editing unless otherwise agreed upon in writing. Please note that the delivery process may be subject to delays based on the total number and size of files to be transferred,, the file formats and external factors such as internet connection speed for both the Client and the Vendor. These factors are outside of the Vendor's control; therefore, the Vendor cannot be held liable for any delays in file transmission, download interruptions, or technical limitations. The Vendor does not permanently archive any content. After delivery has been completed, the Vendor will permanently delete all files from their devices within 2 (two) weeks from the event date. During this period, files are kept solely as a backup. After this time, full responsibility for the files will rest with the Client. It is the Client's full responsibility to save and create multiple backups and copy digital files to new media as needed. The Vendor is not responsible for the lifespan of the digital media provided or for future changes in technology or devices that may impact file accessibility.

Strict No Laser Policy

The Client agrees to refrain from using any lasers during the event, acknowledging that the use of lasers poses a significant risk of damage to the Photographer/Videographer's equipment. In order to ensure the quality and longevity of our equipment, the following terms are strictly enforced:

-Prohibition of Lasers: The use of lasers is strictly prohibited for the entire duration of our photography and videography services. This includes, but is not limited to, laser light during the music party, cake cutting, first dance or any other moment (laser pointers, and any other form of laser display).

-Immediate Cessation of Services: If lasers are used at any point during the event, the Photographer/Videographer reserves the right to immediately cease all recording and photographing activities to prevent damage to our equipment. No further services will be provided until the lasers are removed or turned off.

-No Refunds or Adjustments: In the event that services are stopped due to the use of lasers, no refunds, credits, or adjustments to the agreed-upon fees will be made. The Client understands that this measure is necessary to protect the integrity of our equipment and the quality of our work.

-Client Responsibility for Damage: Should any laser damage occur to the Photographer/Videographer's equipment due to non-compliance with this policy, the Client will be solely responsible for all repair or replacement costs by damages caused by lasers to the Vendor's equipment.

The Vendor strongly recommends that the Client check with the venue or any other vendor in charge of the lighting system to communicate this laser policy and take responsibility for its enforcement.

The Client is solely responsible for the accuracy of all information provided on page one of this contract. The Vendor is not liable for any issues, missed coverage, non-delivery, or other consequences resulting from incorrect or incomplete information provided by the Client. This agreement and all its terms and conditions are governed by and construed in accordance with Italian law, specifically under the provisions of the Italian Civil Code (including but not limited to Articles 1321-1469 and 2222-2238) and are under the exclusive Italian jurisdiction. Pursuant to Article 20, paragraph 1-bis of the Italian Digital Administration Code (CAD), this agreement, including any typed name or electronic signature, is considered legally valid and binding between the parties.

By signing this contract, the Client confirms that he/she has read, understands and accepts all terms and conditions of this contract.

The client is also fully responsible for ensuring that full payment is made according to the terms of this contract. Both parties, the vendor and the client, by signing this contract confirm that they fully understand and agree with all terms terms and conditions.