



video photography & design

Terms & Conditions

1. Copyright & Usage Rights

- All copyright in photographs, videos, designs, and files created by *Ale Munoz* remains the property of *Ale Munoz* unless otherwise agreed in writing.
- Files may not be edited, retouched, altered, or cropped (other than for platform format requirements, e.g. square Instagram posts) without prior written permission from *Ale Munoz*.
- Clients are granted a **license** to use the delivered work for their own business purposes once the project is fully paid. This license is non-transferable and non-exclusive.
- Crediting *Ale Munoz* is not required for paid projects used on your own website, printed material, or internal use. However, we encourage credit (e.g. tagging @alemunoz_vpd or linking www.alemunoz.com.au) when sharing on social media.
- For **unpaid or discounted projects**, credit to *Ale Munoz* is required every time the work is used.
- If third parties (e.g. press, blogs, magazines, or collaborators) publish our work to promote the Client, they must credit "*Ale Munoz*" (with link where possible).
- If a third party wishes to use our work to promote their own business, they must contact us directly for licensing at **alemunoz.vpd@gmail.com**.
- *Ale Munoz* may use a selection of completed work in our own portfolio and marketing unless otherwise agreed in writing.

2. Project Process

- The Client is responsible for supplying all required materials (text, logos, brand assets, images, etc.) in a timely manner. Delays in receiving these may extend agreed timelines.

- Feedback and approvals are an important part of the creative process. To keep projects moving efficiently, we ask that the Client provides feedback promptly and through one main point of contact.
- One full round of revisions is included unless otherwise specified. Additional revisions or major changes outside the agreed scope may be charged at **\$100/hour** or at a fixed fee, depending on the request.
- If the Client is unreasonably dissatisfied with work after revisions and approval processes are followed, *Ale Munoz* reserves the right to end the project and charge for work completed to date.

3. Delivery & Backups

- Standard video delivery resolution is **1920x1080** unless agreed otherwise. Different formats must be requested before filming. Resizing or custom delivery may incur additional costs.
- Work is delivered via an online platform for download. Files remain online for **1 week** after delivery.
- The Client is responsible for making backups. *Ale Munoz* keeps a backup for **1 year** and can retrieve files for a **\$110 service fee** if requested.
- Turnaround time is generally **10 business days**, depending on project scope. Rush delivery may be available for an additional fee.

4. Payment Terms

- A **50% non-refundable deposit** is required to secure all bookings. Work will not commence until the deposit is received.
- The remaining 50% is due upon completion, before final delivery of files.
- For monthly or retainer packages, payment will be deducted automatically **2 days before each scheduled shoot or project milestone**.
- Deposits are refundable only if *Ale Munoz* cannot deliver the agreed services.

5. Cancellations & Rescheduling

- In the event of bad weather, illness, or other unforeseen circumstances, sessions can be rescheduled within **8 weeks** of the original booking at no extra cost.
- If the Client cancels a booking, the deposit is non-refundable.
- If the Client repeatedly cancels or postpones a project, additional fees may apply.

6. Website & Design Specific Terms

- We do not guarantee specific search engine rankings or results. Basic SEO is applied in line with best practices.
- Websites are built to be compatible with current major browsers (Chrome, Safari, Firefox, Edge). Some third-party plugins, tools, or extensions may not display perfectly across all browsers.
- The Client is responsible for their own website content, compliance with e-commerce laws, and ongoing backups unless otherwise agreed.
- Any stock images, fonts, domain names, or third-party subscriptions requested by the Client will be charged separately.

7. Liability & Indemnity

- *Ale Munoz* is not liable for loss, damage, or costs arising from delays caused by illness, weather, technical failure, Client delays, or events outside our control.
- The Client warrants that they have the necessary rights to use any materials they provide (logos, images, copy, trademarks, etc.). The Client agrees to indemnify and hold harmless *Ale Munoz* against any claims relating to materials supplied by the Client.
- To the fullest extent permitted by law, *Ale Munoz's* liability is limited to re-supplying the services or refunding the cost of services paid.



8. Confidentiality & Privacy

- We respect our Clients' confidentiality. Any sensitive information or materials shared with us will not be disclosed to third parties without permission, except where required by law.

9. Final Clauses

- We may engage trusted subcontractors to deliver parts of a project.
- These Terms & Conditions are governed by the laws of **Australia**.
- By proceeding with a booking, quote, or invoice, you confirm that you have read, understood, and agreed to these Terms & Conditions.

For any questions, please contact us at alemunoz.vpd@gmail.com.