

Terms & Conditions



Definitions

This document outlines the Terms & Conditions of services rendered by Dusil Photography and shall hereafter be referred to as the "Agreement".

- Dusil Photography is owned and operated by Gabriel Dusil, with Registration (i.e., IČO) number 01132318, and VAT Tax Code, (DIČ): CZ6809186483, with an office at Mánesova 1633/74, 120 00, Prague 2, Czechia and shall hereafter be referred to as the "Photographer".
- The individual photographed shall be referred hereafter as the "Model".
- The photoshoot of the Model shall be hereafter referred to as the "Session".
- The purchasing party may differ from the Model and shall therefore be referred hereafter as the "Client".
- Any photographic material provided to the Client, such as negatives, positives, digital RAW files (images directly from the camera), edited images, computer files, video files, graphics, or slides shall be referred to hereafter as the "Deliverables".
- Activities for creating the Deliverables by the Photographer are referred hereafter as the "Services".
- Posting online content on social media, including Facebook, Instagram, Tumblr, LinkedIn, blogs, websites, or in contests, exhibitions, advertising, brochures, magazine articles, self-promotion, websites, sample albums shall be referred hereafter as to "Publish", "Publishes", "Published", or "Publishing" the Deliverables.
- Services referring to alteration of photographic material such as cropping, light skin retouches, artistic stylizing, touch-ups, light and color adjustments, artistic enhancements, object removal, graphic design, black & white, artistic, or digital effects, shall be referred hereafter as "Editing" or "Edited".
- Dusil.org, Dusil.com, GabrielDusil.com shall be referred hereafter as the "Website".
- '© Dusil Photography' watermark or copyright citation shall be referred as the "Copyright Notice".
- Equipment rentals, location rentals, contractors, hair, and makeup services shall be referred hereafter as "Third-Party Services".

The Client and Model acknowledges their desire to participate in Services provided by the Photographer, as well as receiving Deliverables as stipulated in this Agreement. When booking a Session, the Client agrees to the clauses and the fees outlined in this Agreement. This Agreement cannot be changed in any way by the Client unless modifications are expressly agreed upon by the Photographer in writing. Any modification requests are to be submitted as amendments to this Agreement.

Privacy

The Photographer agrees to process personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") in the scope necessary for the fulfillment of this Agreement.

For reference, personal data protection is regulated by a separate "GDPR & Privacy Policy" available at <https://dusil.org>.

Communications

All communication with the Photographer shall be made in English.

Licensing

The Client agrees that they are licensing (i.e., not purchasing) the Deliverables as specified in this Agreement. Purchasing the copyright of the Deliverables is not covered in this Agreement and would require a separate Copyright Agreement.

Any rights granted are non-exclusive, non-sub-licensable and non-transferable.

Deliverables are not to be used in a logo, corporate identity, or trademark.

The Client will not make nor facilitate any alterations of the Deliverables, including, but not limited to, filters, additions, subtractions, or adaptations, alone or with any other material, without the prior express permission of the Photographer.

Copyright

All Deliverables are the exclusive property of the Photographer. The Photographer may use the work for Publishing with full monetization rights.

Deliverables do not constitute a work of joint authorship.

Metadata contained within any Deliverables may not be altered, or removed, without the express consent of the Photographer.

The Photographer is not responsible for acquiring or securing trademarks, copyrights, or any other permissions pertaining to the visible elements within the Deliverables. It is the Client's responsibility to obtain all necessary trademark and copyright permissions related to the Deliverables.

Sessions

Sessions will be conducted at a location agreed upon by the Photographer and the Client.

The Model agrees to enter the Session at their own risk.

It is understood that it is the Client's responsibility to inform the Photographer in writing of any date or location changes. The Photographer is not liable for any claims in messages sent by the Client unless it has been acknowledged with a reply.

The Model and Client both affirm they are over eighteen (18) years of age and are fully able to contract in their own name, without breach of any prior agreement or applicable law, including but not limited to, prior agreements with any talent agencies.

No other photographer, friend, family member, escort or bodyguard shall be allowed at the Session without prior written agreement with the Photographer. Unauthorized attendance of these individuals shall constitute a breach of this Agreement and result in cancellation of the Session with no liability to the Photographer and no refund of fees paid by the Client.

The Model will refrain from taking mobile phone images during the Session unless agreed upon by the Photographer.

Photographs taken during the event will be at the discretion of the Photographer although every effort will be made to comply with the Client's requirements.

Special requests by the Client or Model are not binding instructions, although every effort is made to comply with their wishes. The Photographer will do his best to honor the Client's or Model's requests but will not guarantee any specific image nor incorporation of any background, location, or group arrangements.

Due to a variety of lighting conditions and the limitations of camera digital sensors, some colors may be altered in the Deliverables.

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Photographer will not be responsible for Deliverables that are not produced due to technical failures.

The Photographer will not trespass or use any locations considered unlawful. If the Client wishes to shoot on private property, then it is the Client's responsibility to get authorization from the owner. The Photographer is not responsible for hazards at the location.

Publishing

When the Deliverables are Published by the Model or Client, it is required that a Copyright Notice of the Photographer is visible on or beside the Published Deliverables.

Licensing for the use of Deliverables is granted by this Agreement for non-commercial use at no cost as long as a Copyright Notice is placed near the Deliverables or as a watermark on the Deliverables.

The Client and Model agree to be responsible for any family member or friend who Publishes the Deliverables.

Deliverables cannot be cropped (not including forced cropping by social media applications).

Deliverables cannot be copied, duplicated, or otherwise taken from the Website without written permission of the Photographer.

The Client or Model shall use the Deliverables for personal use only and shall not monetize or authorize any reproductions thereof by parties other than the Photographer.

The Client and the Model authorize the Photographer to Publish the Deliverables. Consent to use the Deliverables is granted by the Model for a period of 50 years. If the consent is not withdrawn within this period, the consent is granted for an indefinite period. The Model may withdraw their consent to the use of the photographs at any time. However, the Model is obliged to compensate the Photographer for any damages incurred by withdrawing the consent at a minimum cost of €5000. Revocation of consent must be delivered to the Photographer in writing.

Digital Files

If the Deliverables are lost, damaged, or destroyed then liability shall be limited to a full refund of any deposits paid, but shall not include a refund for any goods already delivered to the Client or payments to Third-Party Services.

The Photographer uses cameras and monitors that are color calibrated to industry standards. The Photographer is not responsible if the Deliverables display differently on monitors, software, or different computer platforms.

Editing

The Photographer will endeavor to provide Deliverables to the Client as quickly as possible. Deliverables are provided by the Photographer on a best-effort basis. The Photographer shall make reasonable efforts to meet agreed deadlines where applicable. The Photographer will not be liable for delays that are beyond his reasonable control.

All Deliverables are subject to standard image Editing. The Client accepts that all Editing will be performed at the Photographer's discretion based on the Photographer's experience and artistic view. If the Client or Model has special requests for editing, then these will be agreed mutually in writing and may incur additional charges.

It is understood that the Photographer is not responsible for altering the Deliverables to cover parts that the model does not wish to be seen unless this is confirmed by the Photographer in writing. Such alterations may incur additional charges.

Any other special requests may incur additional charges and an estimated deposit to be paid in advance before work commences on the alterations. Final charges for special requests will be invoiced on an hourly fee basis.

The Photographer reserves the right to refuse any special requests.

Overruns & Reshoots

In the event that an assignment extends beyond the control of the Photographer (e.g., including but not limited to the Client requesting additional Deliverables beyond the original project scope), additional charges may apply.

If the work cannot be completed within the agreed amount of time, then the Photographer and the Client will agree to provide additional time to complete the work.

If the Client or Model requires a reshoot, then the Client will pay the additional fees necessary for a reshoot including the cost of additional services such as rentals, hair and makeup services, or any additional third-party services.

If a reshoot is required due to factors beyond the control of Photographer, including but not limited to, weather conditions, or other unforeseen conditions, then the Photographer will not charge an additional fee.

Liability

The Photographer will take all reasonable care in the production of the Deliverables and the performance of this Agreement.

The Client and Model will indemnify, defend, and hold harmless the Photographer, his Third-Party Services, regarding any claims, liabilities, damages, costs, and expenses, including legal fees and expenses, that may arise from the use of the Deliverables.

The Photographer will not accept any responsibility for accidents or damage to public or private property during the Session or in meetings with the Client or the Model.

The Photographer is not liable for Third-Party Services.

Any directions issued during a Session are deemed to be at the Model's own risk. The Photographer will not be held liable or responsible for any personal harm suffered by the Model.

This limitation of liability will also apply if any Deliverable is lost or damaged through equipment malfunction, or otherwise, without the fault of the Photographer.

Force Majeure

In the event of cancellation by the Photographer or of equipment failure, liability shall be limited to a full refund of any fees paid.

The Photographer will endeavor to reschedule the session due to causes beyond their reasonable control such as, but not limited to sudden illness, injury, bad weather, traffic conditions, acts of God, vehicle breakdowns, etc.

If the Photographer cannot perform this Agreement due to a casualty or other event beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return any funds previously paid to the Client and shall have no further liability with respect to this Agreement. This limitation on liability shall also apply if photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount exceeding the retail value of the Client's order.

Code of Conduct

The Model shall be responsible for their good behavior during the Session. The Photographer reserves the right to terminate any assignment without notice if he deems the Model's behavior to be unruly, unsafe, or verbally abusive. In such instances, the Photographer reserves the right to charge full fees and expenses as described in this Agreement.

The Client agrees to fully reimburse the Photographer in the event of loss or damage they have caused to property or equipment.

Rejection

Provided that the Photographer has fulfilled the obligations of this Agreement then the Client agrees to all paid fees and expenses in connection with the assignment, irrespective of whether the Client uses any of the Deliverables.

The Client has no right to reject Deliverables due to concerns about style, personal preference, composition, or if they won't be used.

Dispute Resolution

In the event of an irresolvable dispute relating to this contract must be resolved in Czech Republic courts, which have jurisdiction based on the Photographer's place of business.

Archiving

The Client is responsible for properly storing and archiving the Deliverables. The Photographer cannot guarantee the availability of any Deliverables beyond the date of first delivery to the Client.

The Client is aware that optical, magnetic, electronic, and any other, media for storing digital data are inherently unstable. The Client hereby releases the Photographer and his contractors and representatives, from any liability for any claims, damages, or costs, arising from Deliverables becoming unusable.

Payment

A non-refundable booking deposit of 50% of the service to be submitted one month in advance will confirm the booking. Session dates are only secured upon receipt of the deposit payment.

Full payment or balance is due at least seven (7) calendar days before the date of the Session.

Additional costs such as Third-Party Services are not covered in the deposit.

All Deliverables are sent to the Client only after full payment is received by the Photographer.

The use of any Deliverables prior to full payment will be considered Unauthorized Use. The Client agrees that the amount paid to the Photographer for Unauthorized Use will be double the invoice total.

The Photographer's invoice will serve as the Client's receipt for work performed and services rendered.

Taxes, Duty Costs, Bank Transfer Fees, Travel & Expenses, Shipping & Handling, Framing or Mounting are the responsibility of the Client, and are not included in the fees.

Cancellation

If the Client or Model cancels this Agreement more than seven (7) calendar days before the photo shooting day, then any booking fees paid to the Photographer shall be refunded in full.

If the Client or Model cancels this Agreement less than seven (7) calendar days before the photo shooting day, then the Client and Photographer will reschedule the Session within one month of the original booking to the best of their abilities.

If the Client or Model cancels this Agreement less than seven (7) calendar days before the Session date, and no rescheduled date is agreed, then the Client forfeits all deposit fees.

Completion of Work

This Agreement is deemed completed when the Photographer provides the Client with the agreed Deliverables.

Acceptance

The Client or Model may not assign or transfer this Agreement to any other third party.

The Client is liable for all payments and other obligations outlined in this Agreement.

This Agreement constitutes the entire and only Agreement between the Photographer and the Client with respect to its subject matter and supersedes all previous Agreements, understandings, and communications, whether oral or written, between the two parties with respect to the subject matter.

No amendment is binding unless set forth in writing and signed by the Client and Photographer. This Agreement may be amended without prior notice.

This Agreement shall be governed by the laws of the Czech Republic. All terms, conditions and provisions of this Agreement are understood and accepted.

Photographer

Client (☐ Check if same as the Model)

Model (Fill only if different from the Client)

Signature:

Name: Gabriel Dusil

Email: gabriel@dusil.com

Mobile: +420 737 182 659

Citizen ID:

Date:

Signature:

Name:

Email:

Mobile:

Citizen ID:

Date:

Signature:

Name:

Email:

Mobile:

Citizen ID:

Date:

Amendment 1 • Photography & Video Production

Pricing and service descriptions are subject to change without notice.

Select Service:	<input type="radio"/> Photoshoot • 21K Gold	<input type="radio"/> Photoshoot • 24K Gold	<input type="radio"/> Video Production
Fee:	€960	€2880	€6400
Deliverables:	<ul style="list-style-type: none"> • 1x3 hour Photo shooting Session • 16 images delivered digitally in full resolution with professional image retouching, color correction, and composition fixes. 	<ul style="list-style-type: none"> • 3x3 hour Photo shooting Sessions • 72 images delivered digitally in full resolution with professional image retouching, color correction, and composition fixes 	<ul style="list-style-type: none"> • 40 person-hours • (up to a) 2-minute Fully Customized Promotional Video. • Montage with up to 40 images or videos. • Storyboarding • Design • Production. • Customized Kinetic Text • Custom Transitions. • Personalized Branding or Logo Outro.
Payments:	<ul style="list-style-type: none"> • 50% deposit delivered no less than one month before scheduled session. • Remaining or full payment delivered no less than 7 days before the scheduled session. 	<ul style="list-style-type: none"> • 50% deposit delivered no less than one month before the first scheduled session. • Remaining or full payment delivered no less than 7 days before the first scheduled session. • All sessions to be scheduled within 3 months of deposit. 	<ul style="list-style-type: none"> • 50% deposit delivered no less than 7 days before work commences. • Remaining payment before the final video is delivered
Not Included:	<ul style="list-style-type: none"> • €60 per additional image to the above package • €320 per hour for additional Photo shooting hours (in studio or outdoors) • €160 per hour for additional image editing hours (e.g., artistic stylizing, touchups, artistic enhancements, object removal, graphic design, or digital effects) • Taxes • Duty Costs • Bank Transfer Fees • Travel & Expenses • Shipping & Handling Fees • Location Rentals • Equipment Rentals • Third Party Services 	<ul style="list-style-type: none"> • €40 per additional image to the above package • €320 per hour for additional Photo shooting hours (in studio or outdoors) • €160 per hour for additional image editing hours (e.g., artistic stylizing, touchups, artistic enhancements, object removal, graphic design, or digital effects) • Taxes • Duty Costs • Bank Transfer Fees • Travel & Expenses • Shipping & Handling Fees • Location Rentals • Equipment Rentals • Third Party Services 	<ul style="list-style-type: none"> • €160 per hour for additional editing hours or services rendered. • Taxes • Duty Costs • Bank Transfer Fees • Travel & Expenses • Shipping & Handling Fees • Location Rentals • Equipment Rentals • Third Party Services • Template licensing • Music licensing
Date of Deposit:		Sub-Total:	
Deposit Amount:		Taxes:	
Date of Full Payment:		Total Fees:	
Session Date(s):			

Amendment 2 • Printing

Select: ☐ Printing

Paper Size	Print Quantity	Unit Cost	Total Cost
		Sub-Total:	
		Taxes:	
		Total Fees:	

Paper Size		Unit Cost	Not Included
A3+	329mm x 483mm (13" x 19")	€320	● Taxes ● Duty Costs ● Bank Transfer Fees ● Shipping & Handling ● Framing or Mounting ● €160 per hour for additional services rendered.
Digital	Max. Edited DSLR Resolution	€320	

Payments

- 100% payment delivered no less than 7 days before work commences.

Deliverables

- All photos are printed on 250 g/m² Epson Premium Glossy paper (or better).
- Photos are printed on an Epson Photo R3000 Printer using UltraChrome K3 ink (lightfastness ratings of up to 108 years).
- All prints are shipped in premium-quality mailing tubes. ● Inquire about alternative print sizes or print media.

Amendment 3 • Other Services

Select: ☐ Other Services

Service Name:	Estimated Hours:
---------------	------------------

Deliverables:

Payments

- 50% deposit delivered no less than 7 days before work commences. ● Remaining payment before the services are delivered.

Not Included

- Taxes ● Duty Costs ● Bank Transfer Fees ● Travel & Expenses ● Third Party Services ● €160 per hour for additional services rendered.

Date of Deposit:	Sub-Total:
Deposit Amount:	Taxes:
	Total Fees: