

TERMS AND CONDITIONS



I. Supplier / Author of the Work:

Spejs Studio

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Notice for the client: The activity is performed in accordance with Act No. 185/2015 Coll. Copyright Act (income from creating a work). The Author is not registered as a business (no ID/Tax ID number)

II. Order and Production Process

1. **Services:** (Real estate photography and video production) Services are provided based on a written or e-mail order.
2. **Preparation of the space:** The property owner/client is fully responsible for the order and cleanliness of the property. If the space is in bad condition, the supplier is not responsible for how the property looks in the final photos/videos, and complaints for this reason will not be accepted.
3. **Editing the work:** The video editor (supplier) decides on the final cut and visual style (grading) of the video. The client has the right to suggest changes, but the author has the final word on the technical and artistic style.
4. **Data for infographics:** If the client ordered infographics, they must deliver all text and factual information about the space in advance. Personal attendance of the client during the production day is recommended.

III. Payment Terms and Delivery of the Work

1. **Review:** After shooting the space, the supplier will send the client low-resolution previews with watermarks (via e-mail/chat) strictly for review and approval.
2. **Delivery rule:** Final photos and videos in full quality without watermarks will be made available to the client (via a download link) only after the agreed amount is received in the author's bank account (or after sending an official payment confirmation from the bank).
3. **Invoicing and documents:** Since the services are provided under the Copyright Act (non-business status), the basis for payment and the tax document for the client is

the signed Contract for the Creation of a Work together with the Author's Settlement (request for payment), which replace a standard invoice.

4. **Due date:** The standard due date for the settlement is 7 calendar days from its issue (after the previews are approved). In case of a delayed payment, the delivery date of the clean files without watermarks will be pushed back by the same number of days.

IV. Transport, Cancellation, Complaints

1. **Transport:** Transport within the cities of Žilina, Považská Bystrica, and Martin is included in the price (free). Outside these cities, a transport fee of €0.25 / km is charged.
2. **Cancellation terms:** If the client cancels the agreed date less than 24 hours before the shoot, they must pay a cancellation fee equal to the cost of the equipment that the supplier booked/rented for that day (the client will receive a list of the ordered equipment in advance).
3. **Bad weather:** In case of bad weather, outdoor work will be moved or split into a maximum of 2 production days free of charge.
4. **Lack of client cooperation:** If the author cannot perform the work at the agreed time due to reasons on the client's side (inaccessible property, client absence, client delay of more than 30 minutes without prior notice), the production day is cancelled. In this case, the client must pay the full transport fee (if it occurred) plus compensation for the booking/rental of production equipment.
5. **Delivery time:** The author promises to deliver the first photo previews with a watermark within 5 working days from the production day. The final video cut with a watermark will be delivered within 20 working days from the production day. After the previews are approved and the payment is received, the author will deliver the clean work in full quality within 48 hours.

V. Liability and Emergencies

1. **Author's liability for damage:** The author is not responsible for damage to the property of the client or property owner unless it was caused by proven gross and intentional negligence (e.g., careless handling of equipment). The property owner/manager is fully responsible for standard accidents and situations in the space.
2. **Data loss and force majeure:** In case of technical failure (damaged equipment, unpredictable loss of data from memory media) or force majeure (author's illness, car accident), the author must offer a new production date free of charge. If a new date is not possible for the client, the order is cancelled free of charge, and the client does not have to pay anything for the shoot.
3. **Lost profit:** The author is not responsible for indirect damages, consequential damages, or lost profit of the client (e.g., missed real estate sale deadline, penalties from the apartment owner, etc.) caused by a delayed deadline or technical error.