shotbyarian

Terms & Cancellation Policy

General terms and conditions of Arian Lebedinec (shotbyarian), Schwaigergasse 21/14, 1210 Vienna, Austria · As of October 2026. This is a full translation of the German "AGB & Stornobedingungen"; both have the same content. If there is any difference in wording, the German version applies.

1. Scope

These terms apply to all assignments for photo, video, social media, drone and FPV services and livestreams given to me ("I"), by businesses as well as by consumers within the meaning of the Austrian Consumer Protection Act (KSchG). Different terms of the client only apply if I expressly agree to them in writing. Individual agreements in the quote take priority over these terms. Mandatory consumer rights remain unaffected in every case.

2. Quote and contract

My quotes are valid for 30 days from the date of issue unless the quote states otherwise, and are subject to the date still being available. I send these terms with every quote; by accepting the quote, they become part of the contract. A contract is concluded once the client accepts the quote in writing (email or WhatsApp is sufficient) and I confirm the assignment. The date is only firmly reserved with my confirmation and receipt of the deposit. The scope of services is set out in the quote. Additional services on site or in post-production are charged according to time and effort.

3. Prices and payment

- For consumers, all prices include VAT; for businesses, statutory VAT is added.
- Travel is charged at the official Austrian mileage rate (Kilometergeld); flights, accommodation, permits and other third-party costs are charged at cost as per receipt, without markup.
- A **deposit of 50 %** of the fee is due on booking. The date is only firmly reserved once the deposit has been received.
- The balance is due after delivery within **14 days** of the invoice date, without deduction.
- Statutory default interest is charged on late payments.

4. Client's cooperation

The client provides all information needed for the production in good time (schedule, contact persons, access to locations). For shoots on private property, the client obtains the owner's permission. If employees, guests or participants will be filmed or photographed, the client informs them in advance.

5. Drone and FPV operations

All drone flights are carried out in accordance with Implementing Regulation (EU) 2019/947 and the Austrian Aviation Act (Luftfahrtgesetz), with a valid certificate of competency and liability insurance. I arrange any necessary flight permits (e.g. in control zones or abroad) by agreement; the costs are passed on. **For safety reasons, the remote pilot alone decides whether, when and where to fly** (e.g. in case of wind, rain, people in the flight area or restrictions by authorities). This decision is not negotiable and does not constitute a defect.

6. Cancellation policy

6.1 Cancellation by the client

A cancellation must be given in writing (email is sufficient). The time it reaches me is decisive. The following cancellation fees apply, calculated on the agreed fee for the affected production days:

- **up to 4 weeks** before the start of the shoot or event: no cancellation fee
- **up to 2 weeks** before the start: 40 % of the agreed fee
- **up to 1 week** before the start: 70 % of the agreed fee

- **less than 1 week** before the start, or no-show: 90 % of the agreed fee

In addition, third-party costs that have already been incurred and cannot be cancelled (e.g. flights, accommodation, permits, rental equipment) are charged at cost. A deposit already paid is credited against the cancellation fee; any surplus is refunded.

Force majeure and cancellation by the organiser: If force majeure occurs before the start of the shoot (e.g. severe weather warning, official ban, pandemic) or an event is cancelled by the organiser, **no cancellation fee** applies. Third-party costs already incurred that cannot be cancelled are charged in this case as well.

Weddings and private dates: Since I reserve the date exclusively for you and turn down other enquiries, 25 % of the fee is kept as a reservation fee in case of cancellation, even if you cancel more than 4 weeks before the date; the rest of the deposit is refunded. If I can give the date to someone else, the deposit is refunded in full.

The client is free to prove that I suffered no loss or a smaller loss.

6.2 Rescheduling

Rescheduling is possible once free of charge if requested no later than **14 days** before the date and the new date is within 12 months (subject to my availability). Payments already made are credited to the new date. Later rescheduling is treated as a cancellation; amounts paid are also credited to the new date in this case.

6.3 Weather, no-fly orders and safety

- If a drone shoot has to be cancelled due to weather, an official no-fly order or a safety risk and this happens **before travelling**, a new date is arranged free of charge.
- If it is cancelled **on site**, **businesses** are charged 50 % of the day rate plus the travel costs incurred.
- **Consumers** are offered a new date free of charge in this case; only the travel costs actually incurred for trips outside Vienna are charged (as per point 3). If no new date is possible (e.g. at weddings), the drone part of the fee is not charged or is refunded.
- Footage already captured (e.g. from the ground) is delivered in all cases.
- For events with a fixed period (e.g. regattas, races, world cups), weather-related standby or lost days count as production days, as I am booked on site for that period.

6.4 Cancellation by me

If I cannot attend a date because of illness, accident, force majeure or other important reasons for which I am not responsible, I will inform you immediately and refund any deposit received in full. I will try to recommend an equivalent replacement or find a new date. If you book the recommended replacement, their terms apply. Claims for damages or passing on additional costs to me are excluded in these cases, except in case of intent or gross negligence.

6.5 Right of withdrawal for consumers

Consumers who conclude a contract exclusively by means of distance communication (e.g. email, WhatsApp, phone) may **withdraw within 14 days of concluding the contract without giving any reason**, under the Austrian Distance and Off-Premises Contracts Act (FAGG). The withdrawal must be sent as a clear statement to info@shotbyarian.com; you receive the full withdrawal notice and the sample withdrawal form with the quote and the booking confirmation, and they are also available at www.shotbyarian.com/widerruf.html. If you want me to start the service within the withdrawal period, you must expressly request this. If you withdraw after that, a proportionate amount must be paid for the services already provided (§ 16 FAGG). Once the service has been fully provided, the right of withdrawal ends. The cancellation fees under point 6.1 only apply after the withdrawal period has ended.

7. Delivery

Delivery times are set out in the quote. The finished, edited photos and videos are delivered digitally via download link. Selection, editing, cutting and music are done at my artistic discretion and in the style of my previous work; matters of pure taste are not a defect. One round of revisions is included in the fee; further rounds are charged according to time and effort. Raw data (RAW files, unedited footage) is only part of the service if expressly agreed. I usually archive project data for 12 months after delivery, without any obligation to do so.

8. Copyright and usage rights

- The copyright in all footage remains with me (Austrian Copyright Act, UrhG).
- The client receives a right of use to the agreed extent (e.g. social media, website, advertising, duration, territory). If nothing has been agreed, a simple, unlimited-in-time right of use for the client's own channels applies. Passing material on to third parties or editing beyond usual crops requires my consent.
- The usage rights only pass **after full payment**.
- When published, I must be credited as the author where customary (§ 74 UrhG), e.g. "© shotbyarian" or by tagging @shotbyarian on social media.
- I may use the footage for my own promotion (website, portfolio, social media, competitions) unless this has been excluded in writing. I only publish footage of private individuals with their consent.

9. Liability

I am only liable for damage in case of intent and gross negligence; this does not apply to personal injury. Towards consumers, liability for slight negligence is excluded for property damage only. Footage is already backed up on a second storage medium during the production and afterwards also archived on separate storage. Should data nevertheless be lost due to technical defects (e.g. memory cards), liability is limited to refunding the fee for the affected footage, except in case of intent or gross negligence. Liability insurance for drone operations is in place as required by the Austrian Aviation Act.

10. Data protection

Information on the processing of personal data is available in the privacy policy at www.shotbyarian.com/datenschutz.html.

11. Final provisions

Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law. The place of jurisdiction for businesses is Vienna. For consumers, the general place of jurisdiction under § 14 KSchG applies. Towards businesses, amendments and additions must be made in writing; email is sufficient. Should any provision of these terms be invalid, the validity of the remaining provisions is not affected.

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Right of withdrawal & sample form

For consumers within the meaning of the Austrian Consumer Protection Act (KSchG) · Arian Lebedinec (shotbyarian), Schwaigergasse 21/14, 1210 Vienna, Austria · As of October 2026. This is a full translation of the German "Rücktrittsrecht & Widerrufsformular"; if there is any difference in wording, the German version applies.

This right of withdrawal applies if you, as a consumer, conclude a contract with me exclusively by means of distance communication (e.g. email, WhatsApp, phone, contact form) or away from my business premises (Austrian Distance and Off-Premises Contracts Act, FAGG). It does not apply to businesses.

Withdrawal notice

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day the contract is concluded.

To exercise your right of withdrawal, you must inform me (Arian Lebedinec, shotbyarian, Schwaigergasse 21/14, 1210 Vienna, Austria, phone +43 699 819 077 60, email info@shotbyarian.com) of your decision to withdraw from this contract by a clear statement (e.g. a letter sent by post or an email). You may use the sample withdrawal form below, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient that you send your communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, I shall reimburse all payments received from you without undue delay and in any event no later than fourteen days from the day on which I am informed of your decision to withdraw from this contract. I will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested that the service begin during the withdrawal period, you shall pay me an amount which is in proportion to what has been provided until you informed me of your withdrawal from this contract, in comparison with the full coverage of the contract.

End of the right of withdrawal

The right of withdrawal ends once I have fully provided the service, if you expressly requested that I begin before the end of the withdrawal period and acknowledged that you lose your right of withdrawal once the contract has been fully performed (§ 18 (1) 1 FAGG).

Sample withdrawal form

If you want to withdraw from the contract, you can complete and return this form, e.g. by email to info@shotbyarian.com.

To Arian Lebedinec (shotbyarian), Schwaigergasse 21/14, 1210 Vienna, Austria, info@shotbyarian.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*):

Ordered on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.