

TERMS & CONDITIONS

GENERAL

- These terms and conditions are applicable on all quotations, offers and transactions between Maan Limburg Fotografie and her customers. Maan Limburg Fotografie does not accept other terms and conditions unless otherwise agreed to by the Parties in writing.
- If one or more provisions in these general terms and conditions are void or may be annulled, the other provisions of these general terms and conditions remain fully applicable.
- The provisions of these general conditions can only be deviated from if and insofar as expressly agreed in writing.
- Client accepts the applicability of these general terms and conditions, at the moment of booking and / or booking of a service and / or product of Maan Limburg Fotografie.
- The client ensures that all data that may reasonably be of importance for the proper execution of the assignment is made known to Maan Limburg Fotografie prior to the assignment.

TRAVEL EXPENSES

- The travel expenses incurred by the photographer for her work are borne by the client and are based on a kilometer allowance of € 0.25 per kilometer and € 0.35 per kilometer with a travel distance of more than 50 km (one way) from Utrecht unless otherwise agreed.

SHOOT

- Shoot days last a maximum of 8 hours, after which overtime is calculated.
- In case of cancellation within 24 hours before the shoot, 50% of the daily rate will be charged.
- Usage of background paper is passed on to the client. If the used colour is already available in the studio, 25% of the purchase price will be charged. Background paper in specific colours purchased especially for the shoot will be charged for 100% of the purchase price of the roll.

SELECTING IMAGES AND EDITING

- Photographer will make a selection of the images within one week of the shoot unless otherwise agreed. Photographer sends this selection in low resolution through WeTransfer or another digital transfer.
- Unedited photos sent for selection may not be published.
- Client selects photos to be edited and gives instructions for post-processing. * Standard editing includes basic beauty retouch, no extensive actions such as replacing a person or a different background, unless otherwise agreed. A surcharge is charged for extensive operations in post-processing.
- Once issued orders can not be canceled.
- Photos are delivered digitally, via WeTransfer or another digital transfer. Only the edited, selected images will be delivered.
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- The customer is allowed to submit a request for adjustment in the editing once, within one week after delivery of the photos.
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- The customer is not allowed to edit the image himself or have it edited, unless otherwise agreed.

FORCE MAJEURE

- In the event of force majeure including illness, the photographer can cancel the assignment partially or entirely at any time. Invoicing is adjusted accordingly.
- In the case of wedding photography, photographer will try to find a colleague who can possibly take over the assignment. However, a warranty for availability can never be given.
- In case of force majeure, the client can not appeal to the photographer for compensation

COPYRIGHT AND USAGE RIGHTS

- The copyright as well as other intellectual property rights to all works developed within the framework of the assignment rests with (and remains in the hands of) the photographer.
- Use of the image (editorial / commercial, term) is recorded via communication in advance (via e-mail or a quotation). In case of extended use, the customer must contact the photographer for a new price agreement. With editorial use of the image, the name of the photographer must always be mentioned.
- In case of violation, the photographer sends an invoice with a 200% penalty to compensate for the damage suffered.
- Compensation for damages does not entitle you to further use of the work of the photographer.
- Photographer reserves the right to use the works for their own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, in printed matter, exhibition material, unless agreed otherwise.
- Objections to the publication of portraits must be made known to the photographer in writing prior to the agreement.

LIABILITY

- Photographer is not liable for any damage caused to the client, unless there is intent or gross negligence on the part of the photographer or his representatives.
- Photographer is not liable for color deviations on non-calibrated screens or prints that are not supplied by photographer.
- The liability is limited to the amount of the invoice amount.
- Photographer reserves the right to change or supplement these general terms and conditions. Changes will be communicated in time and in writing by the photographer to the client.
- If the client does not want to accept a proposed change, it can terminate the agreement by the date on which the new general terms and conditions take effect.

OTHER PROVISIONS

- The payment obligation applies to the party that has hired the photographer and is not dependent on any payment by a client further down the chain.

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