

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 of these general terms and conditions are null and void or should be destroyed, the other provisions of these general terms and conditions will remain fully applicable.
- The provisions of these general terms and conditions can only and only be deviated from if and insofar as explicitly agreed in writing.
- The client accepts the applicability of these general terms and conditions at the time of reservation and / or booking of a service and / or product of Maan Limburg Photography.
- The client will ensure that all data that may reasonably be important for the proper execution of the assignment are made known to Maan Limburg Photography in a timely manner.

TRAVEL EXPENSES

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

SHOOT DAYS

- Shoot days last a maximum of 8 hours, after which additional costs will be charged.
- In case of cancellation within 24 hours before the shoot, 75% of the agreed upon price will be charged.
- Background-paper specially purchased for the shoot will be charged at 50% of the purchase price of the roll.

SELECTION AND POST-PROCESSING

- Photographer makes a selection of the images within one week after the shoot, unless otherwise agreed. Photographer forwards this selection in low resolution via WeTransfer or another digital transfer.
- Unedited photos sent for selection may not be published.
- The customer selects photos to be edited and gives instructions for post-processing. Standard post-processing includes basic beauty retouch, not extensive actions such as replacing a person or a different background, unless otherwise agreed.
- Orders cannot be canceled once placed.
- Photographer delivers the edited images within four weeks after the customer has submitted the final selection.
- Photos are delivered digitally, via WeTransfer or another digital transfer. Only the edited, chosen images are provided.
- The customer is allowed to submit a request for adjustment in post-processing once, within one week after delivery of the photos.
- The customer is not allowed to edit images themselves or have them edited, unless otherwise agreed.

FORCE MAJEURE

- In case of force majeure, including illness, the photographer can cancel the assignment in whole or in part at any time. Invoicing is adjusted accordingly.
- For wedding photography assignments, the photographer will endeavor to find a colleague who can take over the assignment if necessary. However, a guarantee for availability can never be given.
- In case of force majeure, the client cannot hold the photographer liable 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.
- When using the image editorially, the name of the photographer must always be stated.
- Use of the image is determined in advance via communication (via e-mail or a quotation).
- For extended use, the customer should contact the photographer for a new price agreement.
- In case of violation of use, the photographer sends an invoice with a 200% fine as compensation for the damage suffered.
- Compensation does not entitle to further use of the photographer's work.
- Photographer reserves the right to use the works for its own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, expositions, advertisements, social media, magazine articles, in printed matter, exhibition material, unless otherwise agreed.
- Objections to publication of portraits must be made known in writing to the photographer prior to the agreement.

LIABILITY

- Photographer is not liable for any damage caused 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 monitors or prints not supplied by photographer.
- Liability is limited to the amount of the invoice.
- Photographer reserves the right to amend or supplement these general terms and conditions.
- Changes are communicated to the client by the photographer in time and in writing.
- If the client does not want to accept a proposed change, he can terminate the agreement until the date on which the new general terms and conditions take effect.

OTHER PROVISIONS

- Dutch law applies to these general terms and conditions and to every agreement that exists between the client and photographer.

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