

# Terms & Conditions - Maan Limburg Fotografie

## General

- These general terms and conditions apply to all quotations, offers and transactions between Maan Limburg Photography and its clients. Maan Limburg Photography does not accept general terms and conditions of another party unless otherwise agreed in writing.
- If one or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable.
- The provisions of these general terms and conditions can only be deviated from if and insofar as expressly 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 ensures that all information that may reasonably be important for the proper execution of the assignment is made known to Maan Limburg Photography in a timely manner.
- If the production of larger photo shoots is at Maan Limburg Photography or is gradually laid, production hours will be charged to the customer.

## Travel expenses

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

## Shoots

- Shooting days last a maximum of 8 hours, after which overtime is calculated.
- In case of cancellation within 24 hours before the shoot, 75% of the agreed price will be charged.
- Color background purchased especially for the shoot will be charged for 50% of the purchase price. Material purchased especially for the shoot will be charged 100% to the customer.

## Selection and post-processing

- By default, Maan Limburg selects the images that are delivered to the customer.
- Only if the customer participates in the choice of images to be edited: Photographer makes a selection of images within one week after the shoot. Photographer will forward this selection in low resolution via digital transfer.
- Unedited photos sent for selection may not be published.
- If applicable: Customer selects photos to be edited and gives instructions for post-processing. Standard post-processing includes basic beauty retouching, not extensive actions such as replacing a person or changing background, unless agreed in writing.
- Orders once placed cannot be cancelled.
- The photographer delivers the edited images within four weeks after the customer has passed on the selection.
- Photos are delivered digitally, via Stack or another digital transfer. Only the edited images will be delivered.
- The customer is allowed to submit a request for adjustment in the post-processing once, within one week after delivery of the photos.
- The customer is not allowed to edit the image or have it edited, unless this has been agreed in writing.

## Force of the majority

- In case of force majeure, including illness, the photographer can cancel the assignment partially or completely at any time. Invoicing will be adjusted accordingly.
- For assignments for wedding photography, the photographer will make every effort to find a colleague who can take over the assignment. However, a guarantee for availability can never be given.
- In the event 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 in the context of the assignment rest with (and remain in the hands of) the photographer.
- For editorial use of the image, the name of the photographer must always be stated.
- Use of the image is recorded in advance via communication (via e-mail or a quote).
- In the event of expansion of use, the customer must contact the photographer for a new price agreement.
- In the event of violation of use, the photographer will send an invoice with a 200% fine to compensate for the damage suffered.
- Compensation does not entitle you to further use of the photographer's work.
- Photographer reserves the right to use the works for its own commercial and promotional purposes and publications, including, but not limited to, website and weblog, exhibitions, portfolio, advertisements, social media, magazine articles, in print, exhibition material, unless agreed otherwise.
- Objections to publication of portraits must be made known to the photographer in writing prior to the agreement.

### Liability

- The 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 not supplied by photographer.
- The liability is limited to the amount of the invoice.
- Photographer reserves the right to change or supplement these terms and conditions.
- Changes will be communicated by the photographer to the client in a timely manner and in writing. If the client does not want to accept a proposed change, it can terminate the agreement by this date until the date on which the new general terms and conditions come into force.

### Other provisions

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

### Maan Limburg Fotografie

Pernambucodreef 37 - 3563 CT Utrecht - Netherlands - +31-621902085 - [www.maanlimburg.com](http://www.maanlimburg.com)

IBAN NL 74 ASNB 070 88 44 693 - BTW NL 001 541 131 B21 - KVK 608 11 250