



IMAGES BY SASKIA - FOTO & FILM

YOUR STORIES TO KEEP

EST. 2022
NOORD BRABANT
BY SASKIA VAN DE STAAK



GENERAL TERMS AND CONDITIONS

Article 1. Definitions

In these General Terms and Conditions, the following definitions shall apply:

1. **Quotation:** all offers made by the photographer/videographer to individuals or legal entities with the intention of entering into an agreement.
2. **Agreement:** the service agreement concluded between **Images by Saskia – Photo & Film** (hereinafter referred to as the “Photographer/Videographer”) and the person(s) with whom the agreement is concluded (hereinafter referred to as the “Client”).
3. **Assignment:** the service or product to be provided by the Photographer/Videographer.
4. **Photographer/Videographer:** Saskia van de Staak, trading as Images by Saskia – Photo & Film, user of these General Terms and Conditions and contractor.
5. **Client:** the individual or legal entity with whom the Photographer/Videographer has entered into an agreement and who accepts these General Terms and Conditions.
6. **Cancellation:** termination or dissolution of the agreement.
7. **In Writing:** wherever these General Terms and Conditions refer to “in writing,” this shall also include electronic communications such as email, provided that the identity of the sender and the authenticity of the communication can be sufficiently established. The burden of proof regarding receipt of electronic communications shall at all times rest with the Client.
8. **Use:** reproduction and/or publication within the meaning of the Dutch Copyright Act of 1912.
9. **Copyright Act:** the Dutch Copyright Act of 1912.

Article 2. Applicability

1. These General Terms and Conditions apply to all legal relationships between the Photographer/Videographer and the Client, as well as to all quotations, offers, and agreements.
 2. Provisions or conditions imposed by the Client that differ from or are not included in these General Terms and Conditions shall only be binding on the Photographer/Videographer if expressly accepted in writing by the Photographer/Videographer.
 3. The Client’s own general terms and conditions are expressly rejected.
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Article 3. Offers

1. The Photographer/Videographer shall provide an offer or quotation either verbally or in writing.
 2. Acceptance of an offer must be made in writing. Upon or after acceptance, a written agreement shall be drawn up in the form of a quotation or contract.
 3. Unless otherwise agreed, an offer shall expire 14 days after the date on which it was made by the Photographer/Videographer.
 4. Prices stated in offers and quotations may be subject to change due to unforeseen changes in the work required or increases in the cost of materials. The Photographer/Videographer shall inform the Client of such changes as soon as reasonably possible.
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Article 4. Acceptance of the Assignment

1. The Client must explicitly accept the offer in writing. If the Client fails to do so but nevertheless agrees to or gives the impression that the Photographer/Videographer is carrying out work under the agreement, the offer shall be deemed accepted. The offer shall also be considered accepted once the deposit has been paid.
 2. The Photographer/Videographer reserves the right to refuse an assignment if new information becomes available after acceptance that makes performance of the assignment unacceptable to the Photographer/Videographer.
 3. After acceptance, the agreement may only be amended with the mutual consent of both parties. In such cases, the Photographer/Videographer shall be entitled to adjust the agreed fee accordingly.
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Article 5. Performance of the Assignment

1. The Photographer/Videographer shall perform the assignment to the best of their knowledge and ability and in accordance with the standards of good professional practice, using their customary style and methods.
2. The Photographer/Videographer shall make every reasonable effort and act to the best of their ability within the circumstances existing during the photo or video session. The Client shall ensure that conditions are as favourable as possible and shall take any necessary measures, including but not limited to instructing other persons present.
3. The Photographer/Videographer shall deliver the images in their usual style, applying general image optimisation. The Photographer/Videographer shall make the final selection of images, over which the Client shall have no influence.
4. The Client shall do and refrain from doing all that is reasonably necessary to enable the timely and proper performance of the assignment.
5. The bridal couple may express wishes regarding specific photographs, video footage, or group photographs. The Photographer/Videographer shall make every reasonable effort to fulfil these wishes; however, circumstances or situations may prevent this. No guarantees can be given in this regard.
6. Unless prevented by force majeure, the Photographer/Videographer shall, in the event of unforeseen circumstances preventing personal performance of the agreement, make

reasonable efforts to arrange a substitute photographer/videographer with a comparable style.

7. If the assignment continues into the evening, the Client shall provide the Photographer/Videographer with a meal between 5:00 p.m. and 8:00 p.m. on the same day.

Article 6. Delivery

1. Unless otherwise agreed, all delivery times stated by the Photographer/Videographer are estimates only.
2. Photographs will generally be delivered approximately six weeks after the wedding. For analogue film photography, the delivery period is approximately six to twelve weeks. These periods may be extended if the Photographer/Videographer is dependent on materials to be supplied by the Client.
3. Unless otherwise agreed, photographs and videos shall be delivered via a digital download link or on a USB drive.
4. The Photographer/Videographer expressly does not provide unedited files and/or RAW files. Only the Photographer/Videographer's edited and selected images shall be delivered as the final product, unless explicitly agreed otherwise in writing.
5. Albums shall be delivered either personally or by post.

Article 7. Fees and Compensation

1. If no fee has been agreed upon by the parties, the Photographer/Videographer's standard rates, as published on their website, shall apply.
2. If no standard fee can reasonably be determined, the Photographer/Videographer shall charge a reasonable and fair fee for the services provided.
3. If it is evident that the Photographer/Videographer has incurred additional costs and/or performed additional work that was reasonably necessary, such costs and work shall be charged to the Client.
4. The final fee shall be determined on the basis of the work performed and costs incurred, calculated after completion of the assignment and in accordance with the Photographer/Videographer's customary rates.
5. All amounts quoted by the Photographer/Videographer are inclusive of VAT, unless otherwise agreed.

Article 8. Payment Terms

1. The Photographer/Videographer shall issue an (electronic) invoice to the Client for the amount due, unless otherwise agreed.
2. Unless otherwise agreed, invoices must be paid within 30 days of the invoice date.
3. The full invoice amount must, in any event, be paid before the commencement of the assignment. If payment is not received within the period specified in this clause, the Photographer/Videographer shall be entitled to terminate the agreement unilaterally.
4. If the agreement is terminated by the Client, any deposit paid shall not be refunded or reimbursed by the Photographer/Videographer.

Article 9. Right of Withdrawal

Supply of Products

1. When purchasing products, the consumer has the right to withdraw from the agreement without giving any reason within 14 days. This cooling-off period begins on the day after the product is received by the consumer or by a representative designated in advance by the consumer and made known to the business.
2. During the cooling-off period, the consumer shall handle the product and packaging with care. The consumer shall only unpack or use the product to the extent necessary to determine whether they wish to retain it. If the consumer exercises the right of withdrawal, the product must be returned with all supplied accessories and, where reasonably possible, in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the business.
3. To exercise the right of withdrawal, the consumer must notify the business within 14 days of receiving the product. Notification must be made by sending an email to hello@imagesbysaskia.nl. After notification has been given, the consumer must return the product by registered mail within 14 days. The consumer must be able to provide proof that the product was returned in a timely manner, for example by means of proof of postage.
4. If the consumer has not notified the business of their intention to exercise the right of withdrawal, or has failed to return the product within the periods referred to in paragraphs 2 and 3, the purchase shall be considered final.

Supply of Services

1. For services, the consumer has the right to withdraw from the agreement without giving any reason for at least 14 days, commencing on the day the agreement is concluded.
2. To exercise the right of withdrawal, the consumer must follow the reasonable and clear instructions provided by the business in the offer and/or at the latest upon delivery of the service.

Article 10. Costs in the Event of Withdrawal

1. If the consumer exercises the right of withdrawal, the consumer shall bear no more than the direct costs of returning the product.
2. If the consumer has made a payment, the business shall refund this amount as soon as possible and no later than 14 days after the withdrawal. However, reimbursement is subject to the condition that the product has been received by Images by Saskia – Photo & Film, or that conclusive proof of complete return shipment has been provided.

Article 11. Exclusion of the Right of Withdrawal

The business may exclude the consumer's right of withdrawal for products and services as described below. Such exclusion shall only apply if the business has clearly stated this in the offer or at least in a timely manner before the agreement is concluded.

Exclusion of the Right of Withdrawal for Products

The right of withdrawal may only be excluded for products:

- That are clearly personal in nature or custom-made.
- Prints or other printed materials.
- Photographs and video recordings that have already been created for and delivered to the Client.
- Whose price is subject to fluctuations in the financial market over which the business has no control.
- Which, by their nature, cannot be returned.
- Which have been produced in accordance with the consumer's specifications.

Exclusion of the Right of Withdrawal for Services

The right of withdrawal may only be excluded for services:

- Where the provision of the service has commenced with the consumer's explicit consent before the cooling-off period has expired.
- As a gesture of goodwill, requests to change the agreed delivery date and/or time may be considered, provided that a valid reason for the requested change can be demonstrated.

Article 12. Cancellation and Suspension

1. If an invoice is not paid within the applicable payment term, the Photographer/Videographer may, after notifying the Client, suspend all work related to the assignment until payment has been received in full.
2. If the Client fails to provide the information necessary for the performance of the assignment in a timely manner, or fails to be present when required for the execution of the assignment, the Photographer/Videographer shall be entitled to suspend or terminate the agreement.
3. Any suspension or termination of the agreement shall be communicated in writing.
4. If the agreement is terminated by the Client, the Photographer/Videographer shall retain and charge the deposit paid for the assignment.
5. If the Client requests a postponement of the agreed assignment date, the Photographer/Videographer shall retain and charge the deposit paid for the assignment.
6. The Client's payment obligation shall remain in force even if the Client decides not to use the work or products created or to be created under the agreement. In such cases, the Client shall not be entitled to any discount or refund.
7. If the agreement is amended or supplemented, the Photographer/Videographer shall be entitled to adjust and increase the agreed price accordingly.
8. If an invoice is not paid within the payment term, statutory interest and debt collection costs shall be payable on the outstanding invoice amount.

Article 13. Complaints

1. Any complaints regarding the performance of the agreement and/or objections to an invoice must be submitted to the Photographer/Videographer in writing no later than five working days after the invoice date. Complaints regarding delivered products must be submitted in writing no later than five working days after receipt of the products.
2. Complaints submitted after the period referred to in paragraph 1 will no longer be considered.

3. The submission of a complaint or objection does not suspend the Client's payment obligations.
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Article 14. Copyright

1. Unless otherwise agreed, every agreement includes the licence described in this article concerning the photographic and/or videographic work created by the Photographer/Videographer.
2. Copyright and all other intellectual property rights relating to materials developed or made available in connection with the assignment shall remain vested in the Photographer/Videographer.
3. The Photographer/Videographer reserves the right to use the works for promotional purposes and publications, including but not limited to websites, blogs, portfolios, social media, magazine articles, printed materials, photography competitions, and exhibition materials.
4. The Client is granted a non-exclusive licence for an indefinite period to reproduce and publish the works.

As the copyright remains vested in the Photographer/Videographer, the Client is requested to credit **"Images by Saskia – Photo & Film"** whenever the material is used.

5. Unless otherwise agreed, the Client is not entitled to grant sublicences to third parties or transfer their licence to another party.
 6. The Client must obtain written permission from the Photographer/Videographer before submitting photographs for competitions or publications by third parties. Any publication of photographs must always include proper credit to the Photographer/Videographer, whether in online publications, social media posts, or printed media.
 7. The Client shall respect the moral rights of the Photographer/Videographer as referred to in Article 25 of the Dutch Copyright Act.
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Article 15. Portrait Rights

1. The Photographer/Videographer reserves the right to use the works for promotional purposes and publications, including but not limited to websites, blogs, portfolios, social media, magazine articles, printed materials, and exhibition materials.
 2. Any agreements deviating from this provision shall be recorded in writing.
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Article 16. Liability

1. The Photographer/Videographer shall not be liable for any damage suffered by the Client unless such damage is the result of intentional misconduct or gross negligence on the part of the Photographer/Videographer or their representatives.
2. The Photographer/Videographer shall not be liable for colour variations on uncalibrated screens or in prints not supplied by the Photographer/Videographer, nor shall the Photographer/Videographer be liable for missing photographs.

3. The Photographer/Videographer shall retain delivered materials for a maximum period of three months. The Photographer/Videographer shall not be liable for the loss of files that have already been delivered to the Client.
 4. The Photographer/Videographer's liability shall never exceed the total invoice amount.
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Article 17. Amendments to These General Terms and Conditions

1. The Photographer/Videographer reserves the right to amend or supplement these General Terms and Conditions.
 2. Any amendments shall be communicated to the Client in writing and in a timely manner.
 3. If the Client does not wish to accept a proposed amendment, the Client may terminate the agreement up to the date on which the amended General Terms and Conditions take effect.
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Article 18. Governing Law and Jurisdiction

1. If any provision of the agreement and/or these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions and the agreement itself shall remain in full force and effect.
 2. All legal relationships between the Photographer/Videographer and the Client shall be governed exclusively by the laws of the Netherlands.
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Article 19. Privacy and Confidentiality

1. Personal data shall be treated confidentially.
Images by Saskia – Photo & Film respects the privacy of all visitors and users of its websites and handles all personal information with due care and confidentiality. Personal data will not be disclosed, sold, or rented to third parties unless required by law.
2. All photographs and images used in promotional materials are published with the Client's express consent through acceptance of these General Terms and Conditions. If a photograph is published on the websites of Images by Saskia – Photo & Film and the Client subsequently objects to its publication, the Client is requested to contact Images by Saskia – Photo & Film by telephone at +31 (0)6 28723802 or through the contact form on the website. Appropriate action will then be taken as soon as possible to remove the photograph from future use on the relevant website.
3. Cookies are used on our websites for the anonymous analysis of visitor behaviour and website usage (analytical cookies).