

TERMS & CONDITIONS

General Terms & Conditions

Version March 2021

Water Works, Zandvoort

Chamber of Commerce 78010861

Article 1. Definitions

In these General Terms and Conditions the following shall apply:

1. The Offer: the entirety of quotations, by the photographer to (legal) persons, for the purpose of entering an agreement.
2. The Agreement: the agreement entered by waterworks.earth (the photographer) and the person / persons that are parties to the Agreement (“the Client”).
3. The Assignment: the service or product that is to be delivered by the photographer.
4. The Photographer: Laure van der Plas – waterworks.earth, user of the present general terms and conditions; and contractor.
5. The Client: The (legal) person or persons with whom the photographer has entered the agreement; the party accepting the present general terms and conditions.
6. Cancellation: Termination or rescission of the agreement.
7. In writing: Wherever mentioned in the present general terms and conditions, “in writing” means electronic communication, such as email; as long as the identity of the sender and the authenticity of the communication are sufficiently established. The burden of proof concerning receipt of electronic communication remains with the client, at all times.
8. Use: Multiplication and / or publication, within the scope of the Copyright Act, 1912 9. Aw: Copyright Act 1912.

Article 2. Applicability

1. The present general terms and conditions are applicable to all legal rapports between the Photographer and the Client, as well as to all offers, promotions and agreements.
2. Provisions or conditions stipulated by the Client, deviating from or not included in the present general terms and conditions are binding only if and insofar as they are explicitly accepted in writing by the Photographer.

Article 3. The Offer

1. The Photographer makes an offer by issuing a quotation, a price list or a summary of an oral discussion, specifying the services and the related prices that can be delivered.
2. The Offer must be accepted in writing.
3. Unless otherwise agreed, the offer is valid for 14 days only, as of the day it was sent by the Photographer.
4. Prices pertinent to promotions and offers may be subject to change, due to (unforeseen) changes in processing costs or an increase in the price of the materials used. The Photographer shall inform the Client as soon as possible.

Article 4. Accepting the Offer

1. The Client must accept the offer explicitly and in writing. If the client fails to do so, but agrees with it, or at least gives the impression that the Photographer is performing works within the framework of the contract, the Offer shall be deemed accepted. Also, the Offer shall be deemed accepted once the deposit is paid.
2. The Photographer reserves the right to refuse an assignment if, after accepting, new information becomes available making the execution of the assignment unacceptable.
3. Following acceptance, the Agreement may be amended by mutual consent, only. In such cases, the Photographer is entitled to adapt the fee that was due previous to the amendment.

Article 5. Execution of the Agreement

1. The Photographer will carry out the orders to the best of his / her ability and in the style he / she usually works in.
2. The Photographer will deliver the images in his / her usual style, applying global image optimization, inter alia, to light, colour and contrast; explicitly excluding any post-processing to remove existing elements in the picture or reduce such elements including, but not limited to the elimination or reduction of blemishes or distracting elements in the environment.
3. The Client will do whatever is necessary and desirable within reason to ensure a timely and correct execution of the contract.
4. Except in cases of force majeure, in case of unforeseen (weather) circumstances which would prevent the Photographer to fulfil the contract, he / she will, to the extent possible within reason, suggest another date to execute the agreement.

Article 6: Design

1. (Surf) photo albums will be designed in accordance with the Photographer's own insights, skill and style, without any interference at any time by the Client.
2. Unless otherwise agreed, a design fee will be charged for designing albums, including materials and printing costs.
3. The Photographer will start designing an album following the payment of the design costs.
4. The design of a album will be sent to the Client within 6 weeks after delivery of the photos, following payment of the design costs.

Article 7: Delivery

1. Unless otherwise agreed, the Photographer will handle estimated delivery times, only.
2. For digital files of action and portrait sessions and for corporate photography an estimated delivery time of 4 weeks is applicable.
3. Unless otherwise agreed, an estimated delivery time of 6 weeks is applicable for photo albums and printed products (e.g. t-shirts), following the payment of the fee applicable.
4. Printed pictures will be delivered within 3 weeks, as of the day of order.
5. The Photographer will notify the Client in advance, should longer delivery time apply to certain products. Estimated delivery times for these products will be communicated to the Client by e-mail.
6. Unless otherwise agreed, delivery is made by regular mail.

Article 8: Payment

1. In case no payment has been agreed by the parties, the Photographer will charge the Client the usual payment, as stated on his / her website.
2. If compensation other than the usual payment is applicable, the Photographer will charge a reasonable and fair compensation for the goods and services delivered.
3. If the Photographer has incurred higher costs and / or has done more work, as these were necessary within reason, such costs will be added to the Client's invoice.
4. The final fee is based on the works performed and the actual costs incurred, in accordance with the rates stated on the Photographer's website.
5. Unless otherwise agreed, all amounts invoiced by the Photographer include VAT.

Article 9. Terms of Payment

1. Unless otherwise agreed, the Photographer will issue and send an (electronic) invoice, for the amount owed by the Client.
2. Unless otherwise agreed, invoices must be paid within 14 days after the date of invoice.
3. The invoice for the deposit securing the contract must be paid prior to the commencement of the Assignment, under all circumstances. The Agreement will be terminated by operation of law, should the payment covered by this paragraph not be fulfilled within the period stipulated.
4. The deposit is also intended to secure the date and the reimbursement of costs and activities leading up to the assignment on the date agreed.

Article 10. Cancellation and Suspension

1. In case of cancellation the assignment agreement by the Client at any time or for whatever reason, the Photographer is entitled to the agreed fee.
2. In case of cancellation by a non-professional client, the Photographer is only entitled to a reasonable part of the agreed fee, taking into account the work already made and costs made by the Photographer.
3. Suspension or termination of the agreement will be done in writing.
4. The Photographer will charge the deposit respectively the design costs in case of termination of contract by the Client.
5. The obligation to pay applies also in case the Client does not wish to make use of the works or products produced or to be produced as part of the Agreement, including but not limited to the album. In such an event the Client is not entitled to a discount or refund.
6. The Photographer is entitled to adjust and to increase the price, in case the Agreement is amended or supplemented.
7. The statutory interest rate is applicable to outstanding amounts deriving from any invoice that is not paid within the term of payment; without any further notice by the Photographer.

Article 11. Complaints

1. Complaints concerning the execution of the Agreement and / or objections to a bill must be submitted to the Photographer in writing, within five working days following the date of invoice. Complaints concerning products must be submitted to the Photographer in writing, within five working days following the receipt of the products.
2. Complaints submitted after the period referred to in paragraph 1 shall not be considered.
3. The filing of a complaint or objection does not suspend the obligation of payment.
4. Participation in a photo shoot or workshop is entirely at the Client's own risk. The Client is responsible and liable for damage and / or injury to the client, his or her belongings or damage and / or injury to third parties and their belongings. The Client cannot in any way hold the photographer liable for damage and / or injury to the Client, damage to his or her belongings or damage and / or injury to third parties through Client's fault.

Article 12. Copyright

1. Unless otherwise agreed, each Agreement includes the license described in this article concerning the photographic work of the Photographer.
2. Copyright and other intellectual property rights for materials developed or prepared within the scope of the Agreement remain with the Photographer.
3. The Photographer reserves the right to use the works for his/her own promotional purposes and publications, including but not limited to, his/her website and blog, portfolio, social media, magazine articles in print and exhibition material.
4. Unless otherwise agreed, the Client is not entitled to reproduce or disclose the Photographer's work outside the home.
5. Clients who are also consumers will obtain a license for the publication of the photos on social media and personal websites, provided it is attributed to the Photographer.
6. Unless otherwise agreed, the Client is not entitled to grant sublicenses to third parties, nor to transfer his / her own licence.
7. The Client must obtain the Photographer's written permission for submitting photos to competitions and third party publications.
8. The Client must observe the Photographer's moral rights, as stated in Article 25 of the 1912 Copyright Act.
9. Digital or analogue editing or modification of the work delivered is prohibited without the Photographer's prior written permission.
10. Any use of a Photographer's work in a manner other than previously agreed will be considered as an infringement of the Photographer's copyright.
11. For any infringement of the copyrights and / or moral rights of the Photographer, a fee representing three times the normal license fee will be charged as compensation for the damage suffered.
12. Compensation does not confer the right to continue the use of the Photographer's work.