

Terms and Conditions

1) Definitions

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

1. Aw: Copyright Act 1912
2. Photographic Work: photographic works as referred to in Article 10 Section 1 subsection 9 Aw, or other works within the meaning of the Aw, which can be equated with said photographic works.
3. Trouwfotomakerij: the drafter and user of these Terms and Conditions within the meaning of Art. 6:231 of the Dutch Civil Code.
4. Counterparty: the other party within the meaning of Art. 6:231 of the Dutch Civil Code.
5. Use: reproduction and/or publication within the meaning of Section 1 jo. 12 and 13 Aw.

2) Application

1. These Terms and Conditions apply to all legal relationships between Trouwfotomakerij and a Counterparty, including offers, order confirmations and oral or written agreements, even after the termination of an agreement, unless the parties have expressly deviated from these terms in writing.

3) Compensation

1. Trouwfotomakerij shall state in the order confirmation the agreed fee as well as the activities covered by the granted order. In case of changes to the assignment: see section 6.3

4) Invoice and payment

1. Payment shall be made within 14 days from the date of invoice.
2. If Trouwfotomakerij has not received the amount due within the period referred to in 4.1, Trouwfotomakerij is entitled to charge statutory interest of 2% on the outstanding amount.
3. If the Other Party is in default or has otherwise failed to fulfill one or more of his obligations, then all costs incurred by Trouwfotomakerij in obtaining satisfaction in and out of court shall be borne by the Counterparty.

5) Complaints

1. Complaints regarding the delivered work should be communicated to Trouwfotomakerij in writing/by mail as soon as possible, but in any case within ten working days after delivery of the Photographic Works.
2. Trouwfotomakerij has the right to provide good work for rejected work within a reasonable time.

6) Assignment

1. An order is final once the Counterparty has paid the deposit specified in the order confirmation and has signed and returned the order confirmation prepared by Trouwfotomakerij to Trouwfotomakerij. An order confirmation sent electronically (e-mail, direct messaging) with scanned signatures is considered by Counterparty and Trouwfotomakerij to be a signed and returned order confirmation.
2. Trouwfotomakerij has the right to carry out everything that is not explicitly described in a commission agreement at its own technical and creative discretion.
3. Changes to the order by the Counterparty, for whatever reason, are at the expense of the Counterparty and will only be carried out by Trouwfotomakerij after a separate quotation of additional costs has been signed by the Counterparty for approval and returned to Trouwfotomakerij.
4. 4. In case of cancellation of the order agreement by the Counterparty, for whatever reason, the Counterparty is not entitled to a refund of the deposit, as also stated in the order confirmation.

7) Copyright

1. The copyright to the Photographic works is vested in Trouwfotomakerij. The unlimited right of use is granted to the Other Party upon delivery of the photographic report.
2. The Counterparty is not permitted to reprocess (or have reprocessed) the delivered images for the purpose of making this reprocessing public in any way.
3. Trouwfotomakerij reserves the right to use some of the images captured for its own promotion on www.trouwfotomakerij.nl, advertisements through Facebook and Instagram, its own promotion through the social media channels <https://www.instagram.com/trouwfotomakerij/> on Instagram and the Facebook page <https://www.facebook.com/trouwfotomakerij>.

8) Special provisions regarding working conditions

1. If, during the assignment, the photographers are exposed to circumstances that endanger or cause fear for their safety, and/or to offensive or illegal acts of which we do not wish to be a party or witness (including sexual harassment), or both, we reserve the right to protect our interests, including but not limited to discontinuing the assignment, leaving the assignment location(s), and/or terminating this agreement.
2. In such circumstances, Trouwfotomakerij will not refund any monies paid by the client. The client shall indemnify

Trouwfotomakerij against any damage or injury resulting from or related to dangerous conditions that endanger or cause the photographers to fear for their safety, while performing the work as described in the assignment.

3. Trouwfotomakerij will exercise all due diligence to protect photographers from viral contamination during an epidemic or pandemic, such as following guidelines issued by municipal, state, and/or federal authorities. These measures may include, but are not limited to, taking physical distance, wearing a face mask, and taking breaks to wash/disinfect hands. None of the measures taken by Trouwfotomakerij in this clause will be considered malpractice, and Client agrees not to hold Trouwfotomakerij responsible for failure to perform photographic services or provide physical products under the circumstances described.

9) Choice of law and court

1. If any provision of the agreement and/or the general terms and conditions is found to be void or voidable, the remaining provisions and the agreement shall remain in force.
2. All legal relationships between Trouwfotomakerij and the Counterparty are governed by Dutch law.