

Terms and Conditions HBL Fotografie / Hannie Berkers-Looijmans

Copyright

- The copyright on all photographs taken and/or delivered rests solely with HBL Fotografie.
- The client has no permission to alter or edit the photographs.

Cancellation of the shoot

- When a shoot is cancelled within 48 hours of the start of the shoot then a fee of € 35,- (excl. VAT) is charged. An invoice to that amount will be sent.
- When sickness is the reason for cancellation then no fee will be charged. A new appointment will be made. When no new appointment can or will be made then a fee of € 35,- (excl. VAT) will be charged and an invoice will be sent.

Payment

- You will receive an invoice for all services and/or the shoot. The invoice has to be paid within 14 days of the date on the invoice.

Execution and Liability

- HBL Fotografie performs the assignment to the best of it's ability. HBL Fotografie can not be held accountable when the result is not as the client expected.
- HBL Fotografie has the right to let other parties have work done when required.
- The client is responsible for the circumstances during the shoot.
- When the client wants a specific location for the shoot, then the client is responsible for making the necessary appointments and making payments for that location.
- HBL Fotografie can not be held accountable for color variations on non-calibrated screens and prints that weren't made under supervision of HBL Fotografie.
- The client indemnifies HBL Fotografie of all third-party claims that are in relation to goods and services delivered by HBL Fotografie.

Delivery

- HBL Fotografie makes an effort to deliver the required photographs as soon as possible. The estimated delivery time that was agreed upon will be considered, but no rights can be derived from this estimation.
- By placing an order for photoproducts the client automatically waives a reflection period in which he can cancel the order or replace ordered products. The products are tailor made. The client explicitly agrees to waives the reflection period, and the right to revoke the agreement.
- The ordered photographs will be sent through wetransfer.com. If you prefer a DVD than there will be a extra fee of € 10,00 per DVD.
- With every shoot the price that is agreed upon includesn the photograph package. All prices are mentioned on the website.

Extra orders

- Extra orders can be made through email. They will be produces after a payment is received.

Usage of photographs

- HBL Fotografie has the right to use the photographs for its own promotion. The client will be presented with a indemnity agreement to sign. If the client denies usage of the photographs he can state that on this agreement. This has to be done before start of the shoot.
- Photographs that the client places on social media (with the exception of LinkedIn) should be provided with a watermark of HBL Fotografie. You can get watermarked photographs through email or WhatsApp from HBL Fotografie.

Damage to photo-equipment

- When during a shoot the client damages the equipment of HBL Fotografie, the client will have to reimburse the appraisal value of the damaged equipment.

Complaints

- In case of a complaint regarding the invoice or the services rendered the client is required to make the complaint in writing within 7 days.
- HBL Fotografie will try to handle the complaint within a week.
- When a complaint is made after the 7 day period then there is for the client no absolute right for reparation, replacement or compensation.

General

- On these terms and conditions Dutch law will be applied.
- Parties will only go for a judge after they have done their best to solve their dispute through mutual agreement.
- All disputes will be presented to a competent judge in the district where HBL Fotografie is residing, being the court of law in Eindhoven.
- Notwithstanding the legal statute of limitations, the statute of limitations regarding all claims and defenses towards HBL Fotografie and concerned third parties will be 12 months.

Heeze, 23 juli 2020