

# GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all legal relationships between the Photographer (Nova den Hartog) and the Client, including quotations, order confirmations, and both verbal and written agreements, even after their termination, unless explicitly agreed otherwise in writing.

## 1. QUOTATIONS AND AGREEMENTS

- 1.1** All quotations from the Photographer are non-binding unless otherwise agreed.  
**1.2** An agreement is established when the Client accepts the Photographer's quotation.

## 2. FEES AND ADDITIONAL COSTS

- 2.1** The Photographer's rates are specified in the quotation and exclude additional costs such as travel expenses, studio fees, and extra post-production, unless agreed otherwise in writing or already written in the quote.

## 3. CANCELLATION AND RESCHEDULING

- 3.1** In the event of cancellation by the Client at any time or for any reason, the Photographer is entitled to the agreed fee:
- Cancellation 1 week or less but more than 48 hours before the scheduled date: 75% of the total agreed cost.
  - Cancellation 48 hours or less before the scheduled date: 90% of the total agreed cost.
- 3.2** If the shoot is rescheduled, the Client must inform the Photographer as soon as possible. Any resulting costs may be charged.

## 4. DELIVERY AND FILE POLICY

- 4.1** The Photographer will deliver standard edited final files in JPEG format unless agreed otherwise.  
**4.2** RAW files will not be provided unless explicitly requested in writing and approved by the Photographer.  
**4.3** If RAW files are requested and approved, they will incur an additional fee.

## 5. COPYRIGHT AND USAGE

- 5.1** The Photographer retains the copyright to all photos and may use them for promotional purposes unless agreed otherwise in writing.  
**5.2** The Client may use the photos only for personal use unless otherwise agreed in writing.  
**5.3** Commercial use of the photos by the Client is only permitted with prior written approval and an additional fee.

## 6. PAYMENT TERMS

- 6.1** Payment is due within 14 days of the invoice date unless otherwise agreed in writing.  
**6.2** If payment is not received within the specified period, the Client will owe statutory interest plus an additional 5% of the invoice amount for each week the payment is overdue.  
**6.3** If the Client does not fulfill their obligations, such as paying late or breaking copyright rules, the Client will be responsible for all costs the Photographer incurs to resolve the issue.  
**6.4** The Client may not use any photographic work in any form until all outstanding invoices have been fully paid.

## 7. EDITED IMAGES AND ADDITIONAL PURCHASES

**7.1** The number of edited images to be delivered will be agreed upon in writing beforehand.

**7.2** The Client may purchase additional edited photos after delivery, with a minimum of 5 extra photos. The starting fee for 5 additional photos is €50 (exclusive of VAT), with an additional fee of €10 per photo.

## 8. EDITING AND ALTERATIONS

**8.1** The Client is not permitted to edit, modify, or apply filters to the photos without prior written permission from the Photographer.

**8.2** Editing includes, but is not limited to, color changes, cropping, adding graphic elements, or using software/apps to alter the photos.

**8.3** If the Client wishes to have the photos edited, this must be done by the Photographer or a third party with explicit written consent.

## 9. LIABILITY

**9.1** The Photographer is not liable for damages occurring during the photoshoot unless caused by gross negligence or intentional misconduct.

**9.2** The Photographer's liability is always limited to the invoice amount.

## 10. COMPLAINTS

**10.1** Complaints about delivered services or products must be submitted in writing or via email within five days of receipt.

**10.2** After this period, the Client is deemed to have accepted the services or products.

## 11. CREDIT AND ATTRIBUTION

**11.1** When using photographic work, the Photographer's name must be clearly credited, including on social media.

**11.2** For Instagram, the Client must tag Nova den Hartog (@nova.dh) in the photo and/or caption.

Thank you!

