

Terms & Conditions

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Article 1. Definitions

In these terms:

- 1.1. 'Quote' means all offerings incl brochure by Stefanie Annique (hereafter referred to as 'the photographer')
- 1.2. 'Agreement' means the agreement between the photographer and the client to deliver products or services at a fixed rate.
- 1.3. 'Assignment' means the service or product that is to be delivered by the photographer.
- 1.4. 'Client' means the person requesting the photographer's services and with whom an agreement has been made. Also the acceptor of these terms and conditions. 'Cancellation' means the canceling or dissolving of this agreement.
- 1.5. 'Written' in these terms and conditions also applies to electronic communications such as e-mail, so long as the identity of the sender and the authenticity of communication can be guaranteed. The burden of proof regarding reception of electronic communication lies with the client at all times.
- 1.6. 'Usage' means the multiplication and/or publication of products or services rendered according to applicable copyright law.

Article 2. Application of terms

- 2.1. These terms and conditions apply to all agreements and the entire legal relationship between the photographer and the client, including all quotes, offers and agreements.
- 2.2. Any deviating or in this agreement unnamed terms and conditions set by the client are only binding to the photographer if or when explicitly agreed to in writing.

Article 3. Making an offer

- 3.1. The photographer makes an offer in form of a quote, price list, brochure or summary of a verbal discussion outlining the services and applicable fees.
- 3.2. Agreement to this offer is to be expressed in writing.
- 3.3. Unless otherwise agreed upon, offers made are valid for up to 14 days.
- 3.4. Requesting nor receiving a quote enforce any form of obligation to deliver goods or services. Rates in quotes and offers may be subject to change due to (unforeseen) circumstances such as a rise in production costs or a change of activities.
- 3.5. The photographer is to inform the client of such changes as soon as possible.

Article 4. Acceptance of assignment

- 4.1. The client is to accept the offer explicitly and in writing. When the client neglects to do so, but nevertheless accepts the offer, or at least gives the photographer the impression that she is conducting work in line with a mutual agreement, the offer shall be considered accepted. The photographer reserves the right to refuse an assignment when, after acceptance, new information becomes available which makes execution unacceptable to the photographer.
- 4.2. After acceptance of the assignment the agreement can only be altered in mutual agreement. In that case, the photographer reserves the right to adjust the fee owed for the assignment.

Article 5. Execution of assignment

- 5.1. The photographer shall execute the assignment to the best of her knowledge and ability and in accordance with the requirements of craftsmanship, in her usual style.
- 5.2. The photographer shall make an effort to act in good faith in given and existing circumstances during the photoshoot, but cannot guarantee or be expected to guarantee specific images.
- 5.3. During a shoot, the client is obliged to make circumstances as favorable and comfortable as possible for the photographer. The selection of the images that are to be delivered to the client is the exclusive responsibility of the photographer based on their criteria in terms of style and quality. The photographer does not provide insight into undelivered images or raw files.
- 5.4. The photographer delivers photographs in their customary style, where there's a global image optimisation applied to, amongst others, lighting, colouring and contrast and where there will be no postprocessing to delete or alter existing elements in the photograph. Which includes, but is not limited to, the removal or reduction of skin imperfections or disturbing elements in the surroundings.
- 5.5. Should the client explicitly request certain elements in a photo or have photos or elements edited or deleted through the use of Adobe Photoshop then the photographer alone will be entitled to make any such changes.
- 5.6. The hourly rate of 75,- incl. VAT will be charged for these extra activities. These costs are to be expressly communicated by the photographer before any post- processing takes place.
- 5.7. The client is expected to take any necessary action to ensure timely and just execution of the assignment.
- 5.8. The amount of delivered photographs may vary according to the duration of the assignment and other circumstances

and cannot be agreed upon in advance.

5.9. Unless in case of force majeure, in case of unforeseen circumstances on the photographer's side, disabling the photographer from meeting their side of the agreement, the photographer, within reason, will attempt to find a suitable replacement photographer with a comparable style. When no substitute can be found for the wedding photography, the photographer will offer a free, 1,5 hour 'after wedding shoot'.

5.10. The photographer agrees to maintain their materials, yet is not responsible for loss of images through technical errors caused by force majeure.

Article 6. Wedding photography

6.1. Stefanie Annique will photograph the different moments throughout the day. Stefanie Annique tries to photograph all the planned events during the day, together with the emotions and spontaneous moments.

6.2. If the Client books an outdoor photo shoot, but the weather conditions do not allow it, the Client will have to provide a suitable alternative (indoor) location.

6.3. Stefanie Annique can't promise that every guest, object or every moment of a wedding will be photographed. If the Client wants Stefanie Annique to ensure that certain persons, objects and/or moments are photographed, the Client will clearly indicate in advance which persons, objects and/or moments are involved.

6.4. If the Client wishes Stefanie Annique to take the time to take group photos, the Client should inform Stefanie Annique in advance. At the request of Client and if there is sufficient time available, Stefanie Annique will then make group portraits. It is the responsibility of the Client to ensure that the right people are brought together at the right time.

6.5. In the event that another photographer and/or videographer is hired by the Client or if there are shooting guests present at the wedding, there is a possibility that these persons will also be captured on camera.

6.6. If Stefanie Annique works during lunch and/or until dinner or the evening party, the Client will make sure that during these eating times a (healthy and vegetarian) meal will be available for Stefanie Annique. If this meal is not available, Stefanie Annique will be given the opportunity by the Client to have a meal elsewhere for a reasonable period of time, which means that there is no possibility to take photographs during this period.

6.7. If the weddings/or photography takes place in multiple locations, the Client will also ensure that the travel time of Stefanie Annique is sufficiently taken into account in the planning of the day. If this is not taken into account in the planning, this may be at the expense of the time for photography.

6.8. When Stefanie Annique is unable to carry out this assignment herself due to (unforeseen) circumstances, Stefanie Annique will make an effort to use a replacement photographer with a similar style and quality. This replacement photographer will work in accordance with the agreements between Client and Stefanie Annique.

Article 7. Photo shoots

7.1. When an outdoor photo shoot is agreed and the weather conditions do not allow a photo shoot outside (according to Stefanie Annique), then the photo shoot will be moved to an indoor location in the area. In the event that, in the opinion of Stefanie Annique, there is no suitable indoor location available, a new photo shoot date will be agreed on in cooperation between both parties.

Article 8. Delivery

8.1. The photographer will resort to estimated delivery times. Digital files of wedding photographs take an estimated delivery time of up to 3 months. Digital files of a different kind (such as loveshoots, boudoir et cetera) take an estimated delivery time of up to 2-4 weeks.

8.2. The photographer will mention longer delivery times beforehand when applicable.

8.3. In busier times, the photographer may require more time to deliver. The estimated delivery time for images of any kind shall be communicated to the client by email.

Article 9. Photo albums

9.1. Along with wedding photography on your big day, the photographer shall deliver a small photo album. The layout and included photographs are to be selected by the photographer. It will be designed & ordered after the client made a decision about this small album or an upgrade (bigger) album.

9.2. When the client desires an upgrade in the form of a larger, 30x30cm+ album, the bride and groom will be allowed to choose pictures after the first design has been made.

9.3. The first album design will be designed by skill and style of the photographer with no interference by the client. The digital album design shall be delivered to the client within 6 to 8 weeks.

9.4. The wedding photography album shall be ordered by the photographer after full payment has been made by the client. Delivery terms of the album can be dependent on materials used in its design but may usually take up to 4 to 6 weeks after the order has been completed.

9.5. The client can choose for a color & fabric for the cover of the album. The available colors may change from time to time. The digital color will vary one shade with the real color, due to differences between a screen and real life colors.

Article 10. Compensation

10.1. When no other type of compensation has been agreed upon by both parties, the photographer's usual compensation will be charged as mentioned in the website, brochure or e-mail.

10.2. When it is plausible that the photographer has incurred higher costs and/or executed more work/delivered more images than previously agreed, this shall be calculated directly to the client.

10.3. Final reimbursement shall be based on tasks performed by the photographer as well as costs incurred based on final

calculations.

10.4. When hiring the photographer for wedding photography, a first payment for reservation of the date of 25% is due unless otherwise agreed upon. The term of payment is 14 days after written confirmation of the assignment by the client. By paying the invoice you automatically agree to both services rendered and these terms and conditions.

10.5. All amounts mentioned by Stefanie Annique are including VAT unless otherwise specified.

Article 11. Terms of payment

11.1. Stefanie Annique will provide the client with an (electronic) invoice for the owed amount, unless otherwise specified.

11.2. The payment term specified is 14 days, unless otherwise agreed upon in advance.

11.3. In case of default, the photographer reserves the right to incur a 10% interest fee on top of the owed amount. When this measure does not result in payment, legal steps shall be taken.

11.4. The photographer will only release photos after the invoice has been paid.

Article 12. Termination, postponement and cancelation

12.1. When an invoice is not paid within the agreed term, the photographer, after informing the client, may postpone all further activities for the client until a full payment has been made.

12.2. When the client does not provide the necessary information for the execution of the assignment or neglects to be (timely) present at the agreed place, while this is necessary for the proper execution of the assignment, the photographer reserves the right to postpone or terminate the agreement.

12.3. This postponement or termination is to be done in writing.

In case of cancelation of shoot (loveshoot, portraits, editorials):

A shoot can be canceled up to 2 weeks in advance. The photographer will suggest one replacement date at no extra cost to the client. When a shoot is canceled without any new shoot date within 2 weeks before the shoot, a cancelation fee of 50% shall be charged.

In case of a cancelation of a wedding:

When canceling a wedding shoot

- Up to 12 months in advance, the client will be charged a cancelation fee of €250,-.
- Within 12 to 6 months of the wedding date a cancelation fee of €500,- will be charged.
- Within 6 months of the wedding date €750 will be charged.

The deposit will not be returned, regardless of the reason or time of cancelation (cancelation fees are not equal to the deposit and can not be settled as such). In case the wedding is postponed due to force majeure the client shall take the photographer's availability into account when rescheduling. When the photographer is not available on the new wedding date, the above cancelation policy will go into effect. In case of force majeure it is possible to change the wedding date without any extra costs within 12 months after the original date. With the exception of Fridays & Saturdays in May up until September. If the client chooses one of these Fridays or Saturdays an additional fee of €700 will be charged.

Force majeure means:

1. mobilization, war, acts of war, terrorism;
2. a day of national mourning;
3. measures by the government;
4. natural disasters;
5. serious illness of one of the bride & groom;
6. death of first-degree relative

A payment obligation also applies if the client decides to no longer use the photographer's services or products as previously agreed.

In case of default or late payment, a 10% interest fee will be charged on top of the amount invoiced by the photographer.

Article 13. Copyright and licensing

13.1. All copyright as well as other rights related to intellectual property applicable to images and other materials developed or used during the course of the assignment belong to Stefanie Annique.

13.2. The photographer is authorized to use any developed images for promotional purposes on social media, website, award shows, (international) blogs et cetera.

13.3. The client is not authorized to use the images deriving from this assignment for commercial purposes. Digital or analog editing of deliverables is prohibited without explicit written consent by the photographer in advance.

13.4. Other suppliers delivering products and/or services during a wedding/photo shoot are to contact the photographer directly to receive photographs and in order to be granted permission for usage. Additional terms and conditions apply for commercial use.

13.5. Images are not to be shared or otherwise made public without clear and unequivocal mention of the photographer's name. The client is, unless otherwise agreed upon, not authorized to sublicense any images to a third party, nor transfer their own license.

13.6. If the client desires to send in an image to participate in a contest, or have an image published by a third party, the

client is to ask for written permission at all times.

13.7. Every unauthorized use of images, that has not been previously agreed to, will be considered copyright infringement. In this case the photographer will charge the valid SOFAM-rates. This compensation of damages does not reserve the client the right to any images created by the photographer.

13.8. The photographer reserves the right to use the images for promotional purposes and publications, including, although not exclusively, their website, blog, portfolio, social media, magazines, in print and exhibition material, unless otherwise agreed.

13.9. Alternative arrangements are to be recorded and agreed to in writing.

Article 14. Liability

14.1. The photographer is not liable for any damages incurred by the client, except in cases of gross negligence or deliberate intent on the part of the photographer or their representatives.

14.2. The photographer is not liable for any color deviations on non-calibrated screens or prints that have not been delivered by the photographer. Any liability on part of the photographer can never exceed the invoiced amount payable by the client.

Article 15. Complaints

15.1. Complaints about the execution of the agreement and/or objections to an invoice are to be communicated to the photographer in writing within five working days of the invoice date.

15.2. Complaints about services rendered are to be communicated to the photographer in writing within five days of receiving these services (i.e. images).

15.3. Complaints filed after the 5 working day term will not be processed by the photographer. Filed complaints or objections do not nullify the obligation of payment.

Article 16. Changes to these terms and conditions

16.1. The photographer reserves the right to alter or supplement these terms and conditions at all times. The photographer shall communicate any changes timely and in writing.

16.2. If the client does not agree to any proposed changes, the agreement may be terminated at no charge before the new terms and conditions go into effect.