

GENERAL TERMS AND CONDITIONS – Claudia Dermois Fotografie

Article 1 – Definitions

1.1. I, Claudia Dermois fotografie, am established in Smilde, the Netherlands, and registered with the Dutch Chamber of Commerce under number 81468326.

1.2. In these general terms and conditions, you are the other party.

1.3. The term “agreement” refers to the agreement of assignment under which I, in exchange for payment, create, edit and, where applicable, select photographs for and/or of you, or under which you purchase mentoring sessions or a workshop from me.

Article 2 – Applicability of the General Terms and Conditions

2.1. These general terms and conditions apply to all offers, invoices, agreements and the services and activities arising therefrom that I perform for you.

2.2. These general terms and conditions also apply to third parties engaged by me for the performance of the agreement.

2.3. I reserve the right to amend these general terms and conditions. In such case, the amended terms and conditions will be provided to you, whereby the most recently provided version shall always apply. If the amended version contains substantial changes that are disadvantageous to you, you have the right to terminate the agreement.

2.4. Any general terms and conditions used by you are expressly rejected.

2.5. If one or more provisions of these general terms and conditions are or become wholly or partially null and void or are annulled, the remaining provisions shall remain fully applicable.

Article 3 – Offers and Proposals

3.1. If you leave the checkout page without completing payment while ordering a product, the product will not be reserved.

3.2. Offers are valid for fourteen calendar days, unless agreed otherwise.

3.3. By accepting an offer or placing an order, you agree to these general terms and conditions. If you place an order via the website, you must indicate prior to completing the order that you have taken note of and agree to the general terms and conditions.

3.4. I cannot be held to an offer or proposal, or any part thereof, if you could reasonably have understood that it contained an obvious error or clerical mistake.

3.5. Examples of direct downloads displayed on the website are as up to date as possible. Where an offer or proposal includes an additional description, this description is sufficient to assess the offer or proposal. No rights may be derived from specifications mentioned in such descriptions. This also applies to the content of examples of direct downloads, as the content of these products may be updated by me.

3.6. An issued offer does not apply to any subsequent assignments.

3.7. When an agreement is concluded via the webshop, I take appropriate security measures for electronic payment and ensure a secure website and electronic data transmission.

Article 4 – Fees and Payment

4.1. An agreement is entered into for a fixed period, unless agreed otherwise.

4.2. Prices stated in the agreement are package prices and include VAT and travel expenses, unless agreed otherwise. The fees for online courses and direct downloads are displayed on my website as a price per product, including VAT.

4.3. If you book a photoshoot with me, invoicing takes place after the photoshoot. The final edited images will only be delivered once full payment of the agreed amount has been received.

4.4. Mentoring sessions and workshops must be paid in full in advance.

4.5. When ordering a direct download or an online course, the full amount must be paid in advance.

4.6. The prices communicated at the time the agreement is entered into are based on the price level applicable at that time. If circumstances give rise to doing so, I reserve the right to adjust these prices. If prices are increased within three months and you are a private individual, you have the right to terminate the agreement.

4.7. After completion of the services, a subsequent calculation will take place if more hours have been spent on the performance of the agreement.

4.8. Invoices must be paid within fourteen calendar days of the invoice date, unless agreed otherwise, a different payment term is stated on the invoice, or the services must commence earlier.

4.9. You are legally in default if you fail to meet your payment obligations within the applicable payment term. From the moment you are in default until the invoice has been paid in full, statutory interest will be due.

4.10. If you are in default or in arrears, all reasonable costs incurred by me to collect the outstanding amounts shall be borne by you.

4.11. If you are in a state of liquidation, bankruptcy or suspension of payments, all claims I have against you become immediately due and payable. Any licenses granted shall in that case immediately lapse.

Article 5 – Provision of Information

5.1. You must provide all information required for the performance of the agreement in a timely manner.

5.2. You guarantee the accuracy, completeness and reliability of the information provided. This also applies to information supplied by third parties.

5.3. I will treat your information confidentially.

5.4. If you provide incorrect information or fail to provide information in a timely manner, resulting in the agreement not being performed or not being fully performed or causing delays, any additional costs arising therefrom shall be borne by you.

5.5. You indemnify me against all damage arising from failure to comply with the obligations set out in this article.

Article 6 – Performance of the Agreement

6.1. I act in full accordance with my creative freedom and perform the agreement to the best of my knowledge and ability. Where possible, I will take your wishes and the information provided by you into account. However, you cannot hold me responsible for not achieving the desired result.

6.2. If you purchase a mentoring session, you acknowledge that desired results may not be immediately observable and that achieving such results depends, among other things, on your own efforts.

6.3. You are never obliged to carry out the actions suggested by me. You remain fully responsible for your own decisions and choices regarding whether or not to implement any suggested activities.

6.4. If we agree that mentoring sessions will be conducted online, you are responsible for having the appropriate software required to participate in the sessions.

6.5. After completion of a mentoring session, I will provide you with a summary of the key points discussed.

6.6. You must be familiar with my standard photography and editing style.

6.7. I reserve the right to have the agreed services performed by third parties, such as engaging a second shooter.

6.8. I cannot guarantee that every moment during the photoshoot will be captured.

6.9. You must ensure that the circumstances are as favorable as possible for me during the performance of the services.

6.10. If I experience interference during the performance of the services, for example if you have engaged another photographer or videographer, I shall not be liable for reduced results arising therefrom.

6.11. If you are not satisfied with the photographs due to factors that were known or could reasonably have been known in advance, this does not constitute grounds for rescheduling the photoshoot free of charge. Examples of such factors include your choice of clothing, visible weather conditions or the editing of the photographs.

6.12. If you arrive later than the agreed time at the agreed location, the lost time shall lapse.

6.13. You are solely responsible for applying and following any advice provided by me during the performance of the services.

6.14. I do not carry out assignments that are contrary to the law or inconsistent with my professional standards.

Article 7 – Amendments and Cancellation

7.1. If, during the performance of the agreement, it appears necessary to amend or supplement the agreed services, the agreement will be adjusted in a timely manner and in mutual consultation. Any amendment or supplement results in additional work and will be charged to you based on a subsequent calculation. If the amendment or supplement results in additional costs, a change in quality or an impact on the completion date, I will inform you accordingly.

7.2. If new facts or circumstances arise that result in a disruption of the relationship of trust, I am entitled to terminate the agreement. In such case, I am not liable to pay any compensation to you.

7.3. If I am unexpectedly prevented from performing the agreement, I will inform you as soon as possible. We will then attempt, in mutual consultation, to reschedule the photoshoot, workshop, mentoring session or the term of the program. If rescheduling is not possible, you are entitled to terminate the agreement. If you exercise this right, the payment obligation for the part of the agreement that has not yet been performed shall lapse.

7.4. In the event of extreme weather conditions, I am entitled to reschedule, interrupt or cancel the photoshoot. I will inform you of such changes as soon as possible. In that case, we will consult to agree on a new date.

7.5. If you wish to cancel the agreement, you must do so in writing. If the agreement was concluded at a distance, you may terminate it free of charge within fourteen calendar days after entering into the agreement. This right of termination is excluded if the services take place within the fourteen-day period, a specific date has been agreed upon, or if you are acting as an entrepreneur.

7.6. If you wish to cancel the agreement, I am entitled to charge a cancellation fee based on the following provisions (a through e), unless agreed otherwise:

- a. Cancellation up to five weeks prior to the commencement of the assignment results in payment of 10% of the agreed price.
- b. Cancellation within five to three weeks prior to the commencement of the assignment results in payment of 20% of the agreed price.
- c. Cancellation within three to two weeks prior to the commencement of the assignment results in payment of 30% of the agreed price.
- d. Cancellation within two weeks up to forty-eight hours prior to the commencement of the assignment results in payment of 40% of the agreed price.
- e. Cancellation within forty-eight hours or less prior to the commencement of the assignment results in payment of 50% of the agreed price.

7.7. If you purchase a mentoring program and wish to cancel it prematurely, you are liable for the costs already incurred, the hours already worked, and 50% of the remaining costs and hours.

7.8. You have the right to reschedule a planned mentoring session free of charge if you notify me at least forty-eight hours in advance. If you wish to reschedule or cancel within forty-eight hours prior to the session, or if you fail to attend, the mentoring session will lapse. In such case, the payment obligation remains in force.

7.9. You may, in consultation with me, reschedule a mentoring session beyond the original term of the program.

7.10. If you indicate that you wish to reschedule the photoshoot, any costs associated with such rescheduling will be charged to you.

Article 8 – Workshops

8.1. I reserve the right to make changes to the dates and location of a workshop. If the location or date is changed by me, you have the right to cancel or to register free of charge for a workshop at a later time.

8.2. If you are unexpectedly unable to attend a workshop, you are entitled to resell the proof of purchase, provided that the new participant's details are communicated to me in a timely manner and the ticket is not resold for a higher price than the original purchase price.

8.3. You may use the photos or videos you create during workshop assignments for your portfolio. However, it is not permitted to make audio or video recordings while I am providing instruction during the workshop, unless expressly agreed otherwise.

8.4. I reserve the right to exclude participants whose behavior obstructs or interferes with the course of a workshop from further participation in the relevant workshop or in future workshops. Such exclusion does not affect the obligation to pay the costs of the relevant workshop.

Article 9 – Online Courses and Direct Downloads

9.1. Access to an online course is granted after you have paid the full amount due for the online course. This also applies to the purchase of direct downloads.

9.2. If the content is made fully available at once, the online course or direct download is excluded from the right of withdrawal, meaning you are not entitled to cancel the purchase and receive a refund. If the content is made available in parts, the amount will be settled pro rata in the event of interim cancellation, unless the agreement is entered into on a business-to-business basis, in which case the full payment obligation remains in force.

9.3. As access to the online course is provided via a third-party platform, I cannot guarantee that the online course will be available at all times or at every location.

9.4. All information provided during the period of access to the online course remains my property. I will indicate in a timely manner until when the content will be available. It is your own responsibility to view the material in time and to save it where such an option is provided.

9.5. You are solely responsible for the application of, and the consequences arising from, the knowledge gained through the online course.

9.6. You are not permitted to share your login details for the online course with third parties.

9.7. You obtain a limited and personal right to use the content of the online course for personal purposes. The content is intended to inspire, not to be copied. You are not permitted to create a similar offering within twelve months after completing the course content.

9.8. I reserve the right to exclude participants who misuse the online course or its content, harass other participants, or engage in other undesirable behavior from further access to the online course. I also have this right if such facts become known to me before you have obtained access to the online course. Such exclusion does not affect the obligation to pay the costs of the online course.

9.9. It is permitted to take screenshots of an online course. Screenshots may be shared to a limited extent, provided that my name is mentioned.

9.10. I am entitled to expand, limit or amend the content of the online course.

9.11. During access to the online course, participants may communicate with one another. You declare that you will not send spam or other unsolicited messages. Acting in violation of these terms may result in immediate denial of access to and use of my services.

9.12. I reserve the right at all times to remove communication or other shared information without prior notice if the content of such communication or information justifies its removal.

Article 10 – Force Majeure

10.1. Force majeure means, in addition to what is stipulated by law, any circumstance beyond our reasonable control that prevents the performance of the agreement. Examples of force majeure include illness, accidents, fire, a pandemic, an epidemic or government measures. The foregoing list is not exhaustive.

10.2. If you are a private individual and force majeure or other circumstances prevent the performance of the agreement, the obligations shall be suspended for as long as we are unable to fulfill them. In such case, we will seek an appropriate solution. Both parties have the right to terminate the agreement without any obligation of restitution if no appropriate solution can be found. Costs incurred and hours worked up to that moment shall become immediately due and payable.

10.3. If you are acting as an entrepreneur and force majeure or other circumstances prevent the agreement from being completed or further completed, the performance of the agreement will be rescheduled. The payment obligation shall remain in force, unless agreed otherwise.

10.4. If you wish to reschedule the services due to a pandemic or epidemic, despite the fact that government measures do not prevent the services from proceeding, whether in full or in an adjusted form, I am entitled to charge any costs associated with such rescheduling.

Article 11 – Liability

11.1. I am not liable for any damage arising from the agreement, unless such damage is caused by intent or gross negligence.

11.2. I am not responsible for damage resulting from services performed on the basis of incorrect or incomplete information provided by you or on your behalf.

11.3. I am not liable for acts or omissions of third parties or suppliers.

11.4. I am not liable for weather conditions visible in the photographs. Only in the event of extreme weather conditions will a photoshoot be rescheduled. Reference is made to Article 7.4. This assessment is at my discretion.

11.5. I am not liable for theft of personal belongings during the photoshoot.

11.6. I am not responsible for color deviations on non-calibrated screens and cannot be held liable for prints of photographs produced by third parties.

11.7. You are responsible for arranging permission for the photoshoot to take place at a specific location, unless agreed otherwise.

11.8. If other persons are present at the location, you are responsible for obtaining their consent to be photographed.

11.9. You acknowledge that participation in a photoshoot involving animals is at your own risk.

11.10. You must ensure that your animal listens to you. If your animal is nervous during the shoot and this results in photographs that do not meet your expectations, I am not liable for this shortcoming.

11.11. You are responsible for maintaining control over your animal during the photoshoot. I am not liable for the behavior of the animal or the consequences thereof, for example if the animal runs away during the shoot or displays other undesirable behavior.

11.12. You are responsible for making your own backup of the content as soon as it has been delivered to you.

11.13. You are responsible for applying and following any advice provided by me during the performance of the agreement and for the consequences thereof.

11.14. You are responsible for your conduct and actions after a workshop or mentoring session. You acknowledge that you are fully responsible for the actions and choices you make based on the knowledge gained during a workshop or mentoring session.

11.15. If you or your animal cause damage to equipment made available by me for the performance of the agreement, you are required to compensate the appraised value of such equipment.

11.16. If I am liable to pay compensation for direct damage, such compensation shall not exceed twice the price agreed upon in the agreement, unless reasonableness and fairness require otherwise.

11.17. You indemnify me against any claims by third parties arising from the services performed or to be performed by me.

Article 12 – Intellectual Property

12.1. All content created by me, including direct downloads, online courses, advice provided or other materials made available, is protected by intellectual property rights, which remain vested in me. You are not permitted to reproduce, publish, sell, make public or provide such content to third parties outside the scope of the granted license, unless agreed otherwise.

12.2. You are not permitted to make audio or video recordings of mentoring sessions.

12.3. Taking a print screen or screenshot of unedited images on my Instagram page or website, or of a digital gallery provided by me, and using such images, also constitutes reproduction and publication of content and is therefore not permitted.

12.4. You are not entitled to use the content outside the agreed purposes.

12.5. If you wish to use the content outside the agreed purposes, you must enter into an additional agreement.

12.6. If you wish to use the content for commercial purposes or if third parties wish to share the content via their channels, my prior consent must be obtained and my name must be mentioned, unless agreed otherwise.

12.7. It is not permitted to submit the content to competitions, unless agreed otherwise.

12.8. It is not permitted to make any changes to the content. This includes applying filters, adding text to the image, or adjusting light and color, including Instagram filters.

12.9. When publishing the content for the agreed purposes, you are required to mention my name, unless agreed otherwise.

12.10. If you act in violation of the provisions of this article, this shall be considered an infringement of my intellectual property rights. Such infringement results in an immediately payable fee in the amount of three times the standard license fee, without prejudice to my right to claim compensation for additional damages. The fee will be communicated to you by means of a formal notice.

12.11. I may use content created by me in the performance of the agreement for my portfolio.

a. If no personal data is visible, I may include the content in my portfolio, unless you object to this in advance and notify me in writing.

b. If personal data is visible in the content, I will request your prior consent before including the content in my portfolio. A consent form will be used for this purpose.

Article 13 – Special Provisions

13.1. Both parties are obliged to maintain confidentiality regarding all confidential information obtained in the context of the agreement. Information is considered confidential if it has been designated as such or if this follows from the nature of the information provided.

13.2. If we have agreed that an assignment will last longer than six hours, you are required to reimburse the cost of a meal for me.

13.3. I am entitled to cancel the photoshoot or mentoring session in the event of sexual harassment, bullying or other undesirable behavior by you or other persons present. If I cancel the photoshoot or mentoring session based on this provision, I am not obliged to refund the agreed price. This also applies if I observe during the photoshoot that you cause pain to your animal or otherwise mistreat it.

Article 14 – Delivery

14.1. I will deliver the agreed content as soon as possible, considering the agreed estimated delivery period. You will receive the photographs as digital files, in high resolution and in color, unless agreed otherwise.

14.2. No rights may be derived from the estimated delivery period.

14.3. The creation and editing of photographs are carried out at my own discretion, standard and style. You declare that you are familiar with my photography and editing style. If you have additional requests, this will result in additional work and will be charged accordingly.

14.4. I am not obliged to deliver unedited (RAW) content.

14.5. You will make the selection of the photographs yourself. I will first make a pre-selection, unless agreed otherwise. After you have communicated your selection, I will edit the selected photographs.

14.6. You have fourteen calendar days to communicate your selection to me. If you fail to do so within this period, your right of selection shall lapse or I may charge additional costs if you still wish to submit a selection. If the right of selection lapses, I am not obliged to refund any part of the agreed amount. In such case, I will select, edit and deliver the photographs myself.

14.7. Editing of photographs includes adjustments to light, color and contrast. In some cases, I may also retouch photographs or remove persons or objects from an image. Adjustments to facial features or body shape are not included. If you request such editing, it will be charged as additional work.

14.8. You are required to make your own backup of the content as soon as it has been delivered to you.

Article 15 – Gift Vouchers

15.1. Gift vouchers must be paid for prior to issuance.

15.2. A gift voucher is valid for a period of two years. After this period, the value of the gift voucher shall expire.

15.3. When redeeming a gift voucher, the prices applicable at the time of redemption shall apply.

15.4. If, upon redemption of a gift voucher, the value of the photoshoot or photographic product is lower than the value of the gift voucher, the remaining balance will not be paid out in cash. A gift voucher must therefore be redeemed in a single transaction.

15.5. Gift vouchers cannot be returned if they are issued in a specific name or collected physically. An unused gift voucher is not redeemable for cash.

15.6. It is permitted to resell a gift voucher that is not issued in a specific name, provided that it is not resold for more than the original purchase price.

Article 16 – Photographic Products

16.1. Custom-made photographic products, such as photo albums, enlargements or additional printed photographs, are excluded from the right of withdrawal and cannot be returned.

16.2. Fees for photographic products include design costs, supplier costs and shipping costs. The delivery period stated in the agreement is determined by the supplier.

16.3. The warranty provisions of the supplier apply to photo albums and enlargements.

16.4. If you order a photo album or enlargement from me, you will select the photograph(s) to be enlarged or included in the album yourself. After receiving the concept design, you may submit revisions once, provided they are communicated within fourteen calendar days.

16.5. Once you have approved the photo album or enlargement, or if you have not provided feedback within fourteen calendar days after delivery of the concept design, the content shall be deemed approved. I will then submit the design to an external supplier, after which no further changes can be made.

Article 17 – Complaints

17.1. If you have a complaint, you must submit it in writing and with proper justification within ten working days after the complaint arises. I will respond in writing within ten working days after receipt of the complaint.

17.2. If you have a complaint during the photoshoot, for example when viewing previews on the camera, you must notify me immediately so that the issue can be addressed at that time.

17.3. If a complaint that arose during the photoshoot is submitted at a later stage, or if you submit a different complaint outside the period of fourteen calendar days, I am not obliged to handle the complaint and may charge additional costs for the handling thereof.

17.4. I must be given the opportunity to remedy the defect to which the complaint relates.

17.5. Submitting a complaint does not suspend the payment obligation.

Article 18 – Dispute Resolution

18.1. Dutch law applies to these general terms and conditions.

18.2. If a dispute arises between us, we will first attempt to resolve the dispute in mutual consultation. Only if this does not succeed will the dispute be submitted to the court.

18.3. Disputes between us shall be submitted to the competent court in the district in which I am established, unless mandatory law provides otherwise.

18.4. In deviation from the statutory limitation periods, the limitation period for all claims and defenses against me and involved third parties is twelve months.

In the event of any differences in interpretation, the Dutch version of these general terms and conditions shall prevail.