

General Conditions

Jan 1st, 2014

The following general conditions of Alexandra Vonk Photography are applicable to all products and/or services provided by Alexandra Vonk Photography. If you will be using the services of Alexandra Vonk Photography as a client, you must have taken knowledge of these general conditions.

1. Definitions

1.1 The parties as mentioned in these General Conditions are defined as the customer (the person or persons who wish to enter into an agreement with Alexandra Vonk Photography and who are also the recipients of the agreed products and/or services) and Alexandra Vonk Photography as contracted party.

2. Applicability

2.1 These General Conditions are applicable to all legal relationships between Alexandra Vonk Photography and the client, including offers, quotations, assignment confirmations and oral or written agreements, also after the termination of an agreement, unless the parties have explicitly deviated from these conditions in writing.

3. Offer

3.1 Offers are entirely subject to confirmation, unless explicitly agreed otherwise.

3.2 Alexandra Vonk Photography is entitled to revoke the offer until two days after receipt of the acceptance of the offer.

3.3 All prices mentioned in the offer are inclusive of statutory taxes (VAT) and travel expenses within the Netherlands, unless agreed otherwise.

3.4 Unless agreed otherwise, the fee as mentioned in the offer will lapse within 14 days after the date of dispatch by Alexandra Vonk Photography.

4. Invoices and Payment

4.1 The client will check the invoice of Alexandra Vonk Photography for errors. The client will report any possible errors within 10 working days after the invoice date. After this period, the invoice will be considered binding.

4.2 At the acceptance of the offer, the client will receive an invoice for 250 euros (or in conformity with any agreement made otherwise) in order to reserve the date of the reportage. Payment of this amount must occur within 14 days after the invoice date and will subsequently be settled with the remaining amount for which the client will receive an invoice two weeks before the reportage. This payment must also be made within 14 days after the invoice date.

4.3 In the event that Alexandra Vonk Photography does not receive the amount due within the period specified, Alexandra Vonk Photography will be the sole owner of goods and services and the client will be in default and statutory interest will be due, to be increased with 2%. The images will be delivered after receipt of the amount due.

5. Assignment

5.1 An agreement for services is an agreement under which Alexandra Vonk Photography undertakes to the client to make and/or supply Photographic works.

5.2 An agreement for services is effectuated by mutual acceptance, in writing or orally, of the offer.

5.3 Alexandra Vonk Photography is entitled to carry out the agreement for services at her own technical and creative discretion, in the style and of the quality that is standard for the work of Alexandra Vonk Photography.

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- 5.4 Alexandra Vonk Photography will act to the best of her ability, within the given circumstances during the performance of the assignment.
- 5.5 Alexandra Vonk Photography reserves the right to decline an assignment if, after acceptance thereof, new information becomes available that makes the performance unacceptable for Alexandra Vonk Photography.
- 5.6 In the event of cancellation of an agreement for services by the client, the client will not under any circumstances be entitled to reimbursement of the first payment. If the assignment is cancelled within 48 hours prior to the reportage and for a valid reason, the outstanding amount will not be charged. Valid grounds for the annulment of a reportage are: illness of the client, death of the client and/or close relatives. In all other events Alexandra Vonk Photography is entitled to charge costs already incurred.
- 5.7 In the event that Alexandra Vonk Photography, by reason of unforeseen circumstances, is not able to fulfil an agreement for services, Alexandra Vonk Photography will, in consultation with the client, arrange for a suitable alternative or the agreed fee will be repaid. Alexandra Vonk Photography cannot be held liable for direct and/or consequential damage.

6. Delivery

- 6.1 Alexandra Vonk Photography is responsible for the selection of the delivered files.
- 6.2 Alexandra Vonk Photography will never deliver unedited or 'RAW' files. All images are carefully post-processed for, among other things, lighting, colour and contrast. This post-processing is an essential part of Alexandra Vonk Photography's working method.
- 6.3 Additional post-processing activities, such as the adjustment of elements in the images are possible after consultation and for an additional fee.
- 6.4 The delivery of photographic work will take place at the premises of Alexandra Vonk Photography. Photographic work that is sent will be at the client's risk from the moment of sending until the moment that the photographic work of Alexandra Vonk Photography is received undamaged.
- 6.5 Delivery periods are based on estimates and depending on the involved suppliers. Alexandra Vonk Photography will deliver the images ultimately within 6 weeks after the wedding date.
- 6.6 Alexandra Vonk Photography will create a first album design after the client has received the images.
- 6.7 The client may request changes in relation to the design twice, free of charge. Beyond that, Alexandra Vonk Photography is entitled to charge 50 euros per additional change.
- 6.8 When the client has given his approval for the album design, the album will be ordered by Alexandra Vonk Photography. When an order has been placed, changes can no longer be processed.
- 6.9 After an order has been placed, the album will be delivered within approximately six weeks. Alexandra Photography will inform the client in the event of extended delivery periods.
- 6.10 Wedding albums will only be delivered after payment has been received.
- 6.11 In the event that a photographic product is received in a damaged state, Alexandra Vonk Photography must be informed in writing within 2 calendar days. After this period, Alexandra Vonk Photography can no longer attend to the damage or the complaint in relation to the product.

7 Copyright and Publication right

- 7.1 The copyright to photographic works is vested in Alexandra Vonk Photography.
- 7.2 The client accepts and agrees that Alexandra Vonk Photography is the owner of all images developed and/or the works made available within the framework of the assignment.
- 7.3 The client will receive the digital files in high resolution and agrees that these files are only intended for his own private use and his domestic sphere. It is not allowed to duplicate the photographic images and/or to use them for business purposes, to sell them to third parties or use them for the purpose of participating in (photo) competitions.
- 7.4 The client is allowed to share the images on Social Media, provided that the name of Alexandra Vonk Photography is mentioned.
- 7.5 The client is not allowed to edit the photographic images himself.

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7.6 The client consents that Alexandra Vonk Photography can use the photographic images for her own portfolio, website, blog, for commercial / promotional purposes either via Internet, print, competitions or publications on wedding blogs. The client will not receive payment for the use of these images for such purposes.

The client may object to the use of the photographic images by making this known in writing at the agreement for services. Alexandra Vonk Photography is entitled to charge a fee in this respect.

7.7 In the event that a client would wish to publish / have the images published on, for example, a (wedding) blog, the client must consult Alexandra Vonk Photography in advance.

7.8 Any use of photographic work not agreed upon, will be considered a violation of the copyright of Alexandra Vonk Photography.

8. Complaints

8.1 Complaints with respect to the delivered work must be made in writing to Alexandra Vonk Photography as soon as possible, however, ultimately within 10 days after delivery of the photographic works.

8.2 Alexandra Vonk Photography works with a calibrated computer display for the benefit of optimal editing and correction of colour, which will result in a minimal amount of colour difference in the products.

It is understood that the client can experience a difference in colours or brightness on his computer display if this display is not calibrated. For this reason, Alexandra Vonk Photography will not be responsible if the final product varies from the colour reflected on the client's display.

8.3 Alexandra Vonk Photography will not be responsible for varying colour prints if the prints are ordered from anywhere else than Profotonet (www.profotonet.nl).

9 Liability

9.1 Alexandra Vonk Photography is not liable for any occurrence of damages for the client unless in the event of deliberate intent on the side of Alexandra Vonk Photography. Liability will in any event be limited to the amount of the invoice.

10 Choice of law and forum

10.1 All events subject to the applicability of these General Conditions are governed by Dutch law.

10.2 Any dispute arising in relation to the text and interpretation of these General Conditions and a legal relationship between Alexandra Vonk and the client will be submitted to the competent judge in the Netherlands.

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