

General Terms and Conditions - Photography

David de Jong / David de Jong Photography / Studio Craftsmen

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These General Terms and Conditions apply to all quotations, agreements and legal relationships between David de Jong and the client, unless expressly deviated from in writing.

1. Definitions

1. **Photographer:**
David de Jong / David de Jong Photography / Studio Craftsmen, user of these General Terms and Conditions.
2. **Client:**
The natural or legal person who enters into an agreement with the photographer or to whom the photographer makes an offer.
3. **Agreement:**
Any agreement between the photographer and the client relating to the provision of photographic services and/or products.

2. Applicability

1. These General Terms and Conditions apply to all offers, quotations, agreements and deliveries made by the photographer.
2. The applicability of any general terms and conditions of the client is expressly rejected.
3. Deviations from these General Terms and Conditions shall only be valid if confirmed in writing by the photographer.

3. Quotations and Formation of the Agreement

1. All quotations and price indications issued by the photographer are without obligation, unless expressly stated otherwise.

2. Quotations are valid for a period of 14 days from the date of issue.
 3. An agreement is concluded at the moment the client accepts a quotation or order confirmation in writing or digitally.
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4. Performance of the Agreement

1. The photographer shall perform the agreement to the best of his knowledge and ability.
 2. The photographer has full artistic and technical freedom in the execution of the assignment.
 3. The client is responsible for the timely and correct provision of all necessary information and facilities.
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5. Delivery

1. Image material shall be delivered within the agreed time frame. If no time frame has been agreed, a reasonable period shall apply.
 2. Image material shall be delivered digitally in JPEG format, unless otherwise agreed in writing.
 3. RAW files and non-selected image material are not part of the delivery.
 4. Differences in colour or style resulting from screen settings or printing processes do not constitute a failure in performance.
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6. Fees and Payment

1. All fees are exclusive of VAT and other government-imposed charges, unless stated otherwise.
 2. Invoices must be paid within 14 days of the invoice date.
 3. In the event of late payment, the client shall be in default by operation of law.
 4. The photographer is entitled to charge statutory interest and collection costs.
 5. The photographer is entitled to suspend delivery of the image material until full payment has been received.
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7. Cancellation and Force Majeure

1. Cancellation by the client must be made in writing.
2. In the event of cancellation up to 48 hours prior to the commencement of the assignment, no fee shall be due.

3. In the event of cancellation within 48 hours prior to the assignment, the client shall owe 50% of the agreed fee.
 4. In the event of force majeure, the photographer is entitled to dissolve the agreement without being liable for any compensation.
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8. Copyright and Usage Rights

1. The copyright of all works created by the photographer rests exclusively with the photographer, unless otherwise agreed in writing.
 2. The client is granted a non-exclusive, non-transferable right of use in accordance with the purpose specified in the agreement.
 3. Use of the image material beyond the agreed licence is not permitted without prior written consent from the photographer.
 4. The client is not permitted to edit, reproduce or make the image material available to third parties without permission.
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9. Credit Line

1. Upon publication of the image material, the client is obliged to credit the photographer's name, unless otherwise agreed in writing.
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10. Liability

1. The photographer's liability is limited to the amount invoiced for the relevant agreement.
 2. The photographer is not liable for indirect damage, consequential damage or business losses.
 3. The photographer is not liable for loss or damage to image material as a result of technical failures, provided the photographer has acted with due care.
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11. Complaints

1. Complaints relating to the performance of the agreement must be submitted in writing within 7 days of delivery.
 2. If no complaint is submitted within this period, the client shall be deemed to have accepted the delivered work.
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12. Use for Promotional Purposes

1. The photographer is entitled to use the image material for his own promotional purposes, including portfolio, website and social media, unless otherwise agreed in writing.
 2. Any objection to such use must be communicated in writing prior to entering into the agreement.
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13. Privacy and Data Protection

1. The photographer processes personal data in accordance with the General Data Protection Regulation (GDPR).
 2. Further information is included in the privacy statement on the photographer's website.
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14. Governing Law and Jurisdiction

1. All agreements and legal relationships shall be governed exclusively by Dutch law.
 2. Disputes shall be submitted to the competent court in the district where the photographer is established.
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15. General Terms and Conditions of the Counterparty

1. These terms and conditions apply exclusively. The applicability of any general terms and conditions of the counterparty is expressly excluded, unless otherwise agreed in writing.

Last updated: 01-02-2026