



Terms & Conditions

Marit de la Vera Photography

If you book me for my photography services these terms & conditions are applicable.

General Conditions
Feb 1st, 2019

The following general conditions of Marit de la Vera Photography are applicable to all products and/or services provided by Marit de la Vera Photography. If you will be using the services of Marit de la Vera 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 Marit de la Vera Photography and who are also the recipients of the agreed products and/or services) and Marit de la Vera Photography as contracted party.

2. Applicability

2.1 These General Conditions are applicable to all legal relationships between Marit de la Vera 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 Marit de la Vera 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 Marit de la Vera Photography.

4. Invoices and Payment

4.1 The client will check the invoice of Marit de la Vera 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 750 euros (or in conformity with any agreement made otherwise) plus travel fee in order to reserve the date of the photography service. Payment of this amount must occur within 14 days after the invoice date and will subsequently be settled with the remaining amount for up until the photography service. This payment must be made before the photography service.

4.3 In the event that Marit de la Vera Photography does not receive the amount due within the period specified, Marit de la Vera 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 Marit de la Vera 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. performance of the assignment.

5.3 Marit de la Vera 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 Marit de la Vera Photography.

5.4 Marit de la Vera Photography will act to the best of her ability, within the given circumstances during the performance of the assignment.

5.5 Marit de la Vera Photography reserves the right to decline an assignment if, after acceptance thereof, new information becomes available that makes the performance unacceptable for Marit de la Vera 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 deposit fee. If the assignment is cancelled within 48 hours prior to the photography service and for a valid reason, the outstanding amount will not be charged. Marit de la Vera Photography is entitled to charge costs already incurred.

5.7 In the event that Marit de la Vera Photography, by reason of unforeseen circumstances, is not able to fulfil an agreement for services, Marit de la Vera Photography will, in consultation with the client, arrange for a suitable alternative or the agreed fee will be repaid. Marit de la Vera Photography cannot be held liable for direct and/or consequential damage.

6. Delivery

6.1 Marit de la Vera Photography is responsible for the selection of the delivered files.

6.2 Marit de la Vera 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 Marit de la Vera 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 Marit de la Vera 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 Marit de la Vera Photography is received undamaged.

6.5 Delivery periods are based on estimates and depending on the involved suppliers. Marit de la Vera Photography will deliver the images ultimately within 100 days after the wedding date.

6.6 When the client has given his approval for the album design, the album will be ordered by Marit de la Vera Photography. When an order has been placed, changes can no longer be processed.

6.7 After an order has been placed, the album will be delivered within approximately 2 months.

6.8 Wedding albums will only be delivered after payment has been received.

6.9 In the event that a photographic product is received in a damaged state, Marit de la Vera Photography must be informed in writing within 2 calendar days. After this period, Marit de la Vera 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 Marit de la Vera Photography.

7.2 The client accepts and agrees that Marit de la Vera 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 Marit de la Vera Photography is mentioned.

7.5 The client is not allowed to edit the photographic images himself.

7.6 The client consents that Marit de la Vera 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. Marit de la Vera 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 Marit de la Vera Photography in advance.

7.8 Any use of photographic work not agreed upon, will be considered a violation of the copyright of Marit de la Vera Photography.

8. Complaints

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

8.2 Marit de la Vera 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, Marit de la Vera Photography will not be responsible if the final product varies from the colour reflected on the client's display.

8.3 Marit de la Vera Photography will not be responsible for varying colour prints if the prints.

9 Liability

9.1 Marit de la Vera Photography is not liable for any occurrence of damages for the client unless in the event of deliberate intent on the side of Marit de la Vera 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 Marit de la Vera and the client will be submitted to the competent judge in the Netherlands.

