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# Maaike de Vries Photography

*dutch equine photographer*

## GENERAL CONDITIONS

### 1. General

1.1 These terms and conditions are applicable for all photo sessions as well as photo orders at Maaike de Vries Photography.

1.2 By making an appointment for a photo session and/ or ordering photos you agree to be bound by these terms and conditions. Should you have any disagreement with these terms and conditions, then you must notify us in writing prior to the photo session.. Unfortunately photo sessions can only take place when you agree with the terms and conditions.

1.3 These general conditions can be modified at any time.

### 2. Photo sessions

2.1 The price of the photo session does not include the travel costs of the photographer.

2.2 The amount owed for the photo session and the travel costs are to be paid in full during the photo shoot, preferably cash. Payments by bank wire are accepted too. The photos will only be sent after the costs are paid

2.3 When booking your photoshoot you choose the style of the photographer and the photo's are also made for you personally. In case the photos of the session are a failure, we will find a suitable solution (this can only be declared by the photographer). Refunds of the money are unfortunately not possible.

2.4 If the photoshoot is cancelled by the customer for any reason, the photographer has the right to bill they agreed amount excluding not made travelingcosts.

2.5 The photoshoots can be held in any kind of weather conditions except rain because of the equipment. If the photographer finds the weather forecasts for the photoshoot not good enough, the customer will be informed in advance and there will be made a new appointment.

2.6 If there is an agreement in which the term "all the photos" was used than it only concerns those photos which are agreed to by the photographer. The name of the photographer will be connected with her work therefore there no photos will be shown that are not to the liking of the photographer. The term "all the photos" concern only a variable number of photos which will be chosen with the photographer's insights.

2.7 Make sure your horse is ready at the time of the appointment and can be presented in their best way. Read the tips of our photographer.

2.8 Approximately 1 week after the photo session the photographer will upload the chosen suitable photos on a web page. You will receive your personal link to this page by email. From this page you can select the prints that you wish to order. These online photos are only destined to be chosen from and can not under any circumstances be multiplied or published in whatever manner.

### 3. Events

3.1 The photographer can be booked free of charge for an event, for events farther away the photographer can ask to pay for the travel expenses. The photographer is free to reject events.

3.2 We ask you to exclusivity as a photographer for your event and a clear indication of our presence in the program.

3.3 The photographer is the organisation of a event no photos or amount owed unless otherwise agreed in writing between both parties.

## **4 Orders and photos**

4.1 Every delivered photo will contain the following text: "Maaike" followed by the year in which the photo was made. This text will be nicely placed in the photo. You can regard this as a mark of authenticity. No photo will be delivered without this signature.

4.2 Photos delivered as a digital file will contain the following text: "Maaike" followed by the year in which the photo was made. This text can not be removed from the file.

4.3 All photos will only be delivered with a license. The license states what you can and can not do with the file. If after reading the license you still have questions please feel free to ask the photographer before publishing the photo. By any violation of the license is Maaike de Vries Photography forced to send a bill containing an appropriate amount.

4.4 In case of a booked photoshoot the customer has the right to a order amount. This order amount can be used once. If the customer does not use the total order amount, the remaining amount is not valid any more. Refunds are not possible.

4.5 After receiving payment, your photos will be processed and sent within 14 days. All shipping from Maaike de Vries Photography will be done by TNT Post.

4.6 The photographer is not responsible for any damage that might occur from the shipping of the photos. In case you do not want to bear the risk then you can request that the shipment be sent by registered mail. The additional shipping costs are yours. If you prefer registered mail, please inform us in advance so that it can be properly arranged. The photographer will never give a refund in case of damage or loss of the photos during shipping by TNT Post.

4.7 All printed photos are solely for your own private use. The photos can not by any medium be multiplied in whatever way. If you want to use the photos for commercial use please contact the photographer beforehand.

4.8 Complaints after delivery of the ordered photographs are up within 10 days after delivery of the pictures reported in writing to the photographer. Together we will find a suitable solution.

## **5. Gift certificates:**

5.1. Gift certificates do not include traveling costs of the photographer.

5.2. Gift certificates are valid up to twelve (12) months after the issue date.

5.3. Gift certificates are only valid by Maaike de Vries Photography.

5.4. Gift certificates are not redeemable for cash.

## **6 Payments**

6.1 Orders of photo sessions, prints or digital files have to be paid by bank wire. You will receive a confirmation of your order with the details of payment.

6.2 Payments must be paid within 14 days.

6.3 All prices stated on this website of Maaike de Vries Photography are inclusive of 19% VAT.

## **7 Other terms**

7.1 All our pictures are copyrighted by Maaike de Vries. It is therefore not allowed to multiply or publish these pictures without written consent of the photographer.

7.2 All photos by Maaike de Vries can be filed into the archive and shown to our clients and other interested persons.

7.3 The photographer is allowed at any time to use photos of your horse from every type of session in every way as well as multiply or publish them. If you object to that then you can write us to state that preceding the photo session up till one month after the session took place.

7.4 It is in no way possible to put (injury) claims on the photographer.

7.5 You and you only are responsible for yourself and your possessions. Damage to your, your possessions and to others can not ever be recovered by holding the photographer responsible.

*Version April 2011*