

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

1. Gokce Sonmez Photography, located in Eindhoven, Chamber of Commerce number 88838455, is referred to in these general terms and conditions as the photographer.
2. The counterparty is referred to as the client in these general terms and conditions.
3. The term "agreement" refers to the agreement by which the photographer performs services for the client in exchange for fees and costs, with these terms and conditions declared applicable.
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ARTICLE 2 APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

1. These terms and conditions apply to all offers, invoices, services, agreements, and deliveries of goods and services by or on behalf of the photographer, unless explicitly and in writing otherwise stated.
2. These terms and conditions also apply to any actions by third parties engaged by the photographer in relation to the assignment.
3. The latest version of these general terms and conditions applies.
4. The applicability of the client's own general terms and conditions is explicitly rejected.
5. If any provision of these terms and conditions becomes partially or wholly null or void, the remaining provisions shall remain fully applicable.

Article 3 Offers

1. If no acceptance term is specified in the offer, it will expire after 14 calendar days. An offer must be confirmed in writing.
2. Acceptance of the offer constitutes agreement with these general terms and conditions.
3. The photographer is not bound by an offer if the client could reasonably understand that the offer or part of it contains an obvious mistake or error.
4. Offers do not automatically apply to follow-up assignments.
5. Any items delivered outside the scope of the offer are considered additional work and will be invoiced as such.

ARTICLE 4 RATES AND PAYMENTS

1. The agreement is concluded for a specific period, unless otherwise implied by the nature of the agreement or explicitly agreed in writing by the parties.
2. The offer specifies the usual hourly rate of the photographer with an estimated number of hours. Additional costs, such as extra photo, extra person and an album, are listed separately. Reorders, additional work due to changes in the agreement, changes in the photographer's standard style, and travel costs will be invoiced separately.
3. The photographer is entitled to request a deposit. Unless otherwise agreed, the remaining payment is due in one installment. The photographer is entitled to suspend the agreement until full payment is completed. Photos will not be delivered until full payment is received.
4. In the case of a photo album, design and ordering will only proceed after full payment of the invoice amount.
5. The agreed rates at the start of the agreement are based on current price levels. The photographer reserves the right to adjust the fees as necessary due to changed circumstances. If this occurs within 3 months of the agreement's start, the private client has the right to terminate the agreement.
6. Invoices must be paid within 14 calendar days of the invoice date unless other arrangements have been made in writing or a different payment term is stated on the invoice.

7. If the client fails to pay an invoice on time, they will be in default and owe statutory interest. Interest on the due amount will be calculated from the date of default until the amount is paid in full.
8. If the client fails to fulfill their obligations, all reasonable costs incurred to collect payment will be borne by the client.
9. In the event of the client's liquidation, bankruptcy, seizure, or suspension of payment, the photographer's claims become immediately due, and any licenses previously granted will immediately expire.

ARTICLE 5 CLIENT INFORMATION PROVISION

1. The client shall provide the photographer with all relevant information for the assignment in a timely manner.
2. The client guarantees the accuracy, completeness, and reliability of the provided information, including information from third parties. The photographer will treat the information confidentially.
3. The client indemnifies the photographer for any damage resulting from non-compliance with this article.
4. If the client fails to provide the requested information on time, resulting in delays, the additional costs incurred will be the client's responsibility.

ARTICLE 6 EXECUTION OF THE AGREEMENT

1. The photographer will carry out the assignment to the best of their knowledge and ability. They are not liable for failing to achieve the specific result intended by the client, who should be familiar with the photographer's standard style.
2. The client should make the circumstances as favorable as possible for the photographer during a shoot.
3. If the client desires a specific location for the shoot, they are responsible for arranging it and covering associated costs unless otherwise agreed.
4. If the photographer encounters obstruction by third parties during the assignment, they cannot be held liable for diminished results caused by this.
5. If the client is dissatisfied with photos due to location, weather conditions, clothing choices, editing, or other known factors, or any situations covered by Article 9, these are not grounds for a free re-shoot.
6. The photographer is authorized to engage third parties for their work.
7. The photographer cannot guarantee the capture of every moment.

ARTICLE 7 AMENDMENTS AND CANCELLATIONS

1. In the event of unforeseen circumstances, the photographer may interrupt or reschedule a shoot. Unforeseen circumstances include illness, extreme weather conditions, and issues related to materials necessary for the proper execution of the agreement. The photographer will inform the client of any changes as soon as possible. If possible, the parties will agree on a new date. If no mutual solution can be found, any payments made will be refunded to the client, and the photographer will assist by providing recommendations from her professional network. The client must enter into a new agreement with the replacement photographer, and it cannot be guaranteed that the same prices or conditions will apply unless otherwise agreed upon.

The photographer has the right to terminate the agreement if new facts or circumstances arise that disturb the relationship of trust. In such cases, the photographer is not obligated to pay compensation.

In the event of bad weather, the photographer may reschedule the shoot up to one calendar day in advance.

If the client has booked a golden hour shoot, a cloudy day is not a valid reason to reschedule or cancel the shoot free of charge, unless otherwise agreed.

2. The client may only cancel a shoot in writing. The client may cancel the agreement free of charge within 14 calendar days of signing, unless the services are fully performed within the aforementioned 14 days or the agreement is entered into on a business-to-business (B2B) basis.

Outside the legal withdrawal period, the following cancellation terms apply unless otherwise agreed upon:

If the client is late on location, that time will be forfeited.

ARTICLE 8 FORCE MAJEURE

1. In cases of force majeure, both parties may interrupt or reschedule the agreement. Force majeure includes any situation, whether temporary or not, that prevents the execution of the agreement and is beyond the reasonable control of the parties, such as illness, accidents, fire, pandemic, epidemic, or government measures.
2. In the case of a business-to-consumer (B2C) agreement, the client cannot be required to reschedule. The obligations under the agreement are suspended as long as the parties cannot fulfill them. In such cases, the parties will seek a solution together. If the situation continues without a suitable solution, both parties have the right to terminate the agreement without restitution. Any costs incurred and hours worked become payable.
3. In a B2B agreement, parties are required to reschedule the work. Payment obligations remain in force unless otherwise agreed.
4. If the client wishes to reschedule due to a pandemic or epidemic but government measures do not make the continuation of the agreement impossible, the photographer may charge the costs associated with rescheduling.

ARTICLE 9 LIABILITY FOR DAMAGE

1. The photographer is not liable for damage resulting from this agreement unless caused intentionally or by gross negligence.
2. The photographer is not liable for damage caused by relying on incorrect or incomplete information provided by or on behalf of the client.
3. The photographer is not liable for loss, theft, or damage of personal belongings during a shoot.
4. The photographer cannot be held liable for color deviations on uncalibrated screens or prints not supplied by her.
5. The photographer is not liable for actions or delays caused by third parties or suppliers, even if recommended by the photographer.
6. The photographer is not responsible for weather conditions in the photos.
7. The photographer is not responsible for issues caused by factors beyond her control, such as existing backgrounds, disruptive elements, or lighting that negatively impacts the images.

8. The photographer is also not responsible for the inaccessibility of suggestions she provided, including location accessibility or transport.
9. The client is responsible for obtaining permission and paying any associated fees to shoot at a particular location.
10. The client remains responsible for applying or carrying out knowledge or actions gained during the agreement.
11. The client must obtain consent from all individuals photographed in public locations.
12. The client is responsible for creating a backup of the digital files provided.
13. If the client damages equipment during a shoot, they must reimburse the replacement cost.
14. If the photographer's SD card becomes corrupted before photos are delivered, the shoot may be rescheduled at no cost. In such cases, no compensation is due.
15. If the photographer is liable to the client for direct damage, the compensation will not exceed twice the amount charged, unless fairness and reasonableness dictate otherwise.
16. The client indemnifies the photographer against all third-party claims related to the services and products provided.

ARTICLE 10 COPYRIGHT, LICENSE, AND PUBLICATION

1. The rights to the materials and content provided to the client by the photographer remain with the photographer. The client is expressly prohibited from reproducing, disclosing, or making the materials available to third parties beyond the granted license without prior permission.
2. The client has the right to publish photos for the purposes agreed upon after full payment of the invoice amount. Photos may not be used for purposes other than those previously agreed upon without purchasing an additional license.
3. For commercial use, the client must obtain permission from the photographer. Photos may not be submitted to contests unless otherwise agreed upon.
4. Raw files remain the property of little naturals photography and will not be made available to you. Ordered digital files are delivered in JPG in high resolution.
5. The client is not entitled to edit or crop the provided photos, including adding text or using (Instagram) filters.
6. When using the photos on social media, the client must credit the photographer unless otherwise agreed.
7. Any action contrary to paragraphs 1 through 5 of this article will be considered copyright infringement.
8. In the event of infringement, the photographer is entitled to compensation amounting to at least three times her usual license fee for such use, without losing the right to claim further damages.

9. By entering into the agreement, the client grants the photographer permission to use the images for advertisements, social media, magazine articles, printed materials, trade show materials, portfolio, and demonstration materials unless an explicit objection is made prior to the shoot. If personal data is visible in the material, a consent form will be used.

ARTICLE 11 SPECIAL PROVISIONS

1. Both parties must maintain confidentiality regarding all confidential information obtained under their agreement. The client is referred to the privacy policy for more information.
2. The photographer reserves the right to cancel part of a shoot in cases of sexual harassment, bullying, violence, threats, or other unwanted behavior by the client or attendees. If the shoot is not completed due to these reasons, the client is not entitled to a refund of the amount paid.

ARTICLE 12 DELIVERY

1. The photographer will strive to deliver the desired photos as soon as possible, taking into account the estimated delivery period agreed upon. This estimate, however, is not binding.

ARTICLE 13 PHOTO ALBUMS

1. Physical photo products ordered from the photographer are custom-made and non-returnable. The client expressly agrees to waive the right of withdrawal.

ARTICLE 14 COMPLAINTS

1. The client is required to submit complaints regarding quotes, invoices, or delivered services and products in writing within five business days after the complaint arises.

ARTICLE 15 GOVERNING LAW AND JURISDICTION

1. All legal relationships in which Gokce Sonmez Photography is a party are exclusively governed by Dutch law, even if an obligation is performed entirely or partially abroad or if the party involved in the legal relationship is domiciled outside the Netherlands.
2. The court in the place of establishment of Little Naturals Photography has exclusive jurisdiction to hear disputes, unless otherwise prescribed by law. However, Little Naturals Photography reserves the right to submit the dispute to the court with jurisdiction under applicable law.
3. The parties will only seek recourse through the court after making every effort to resolve the dispute through mutual agreement.