



General conditions of Ilsoo Creative

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The general conditions below are applicable to all forms of photography by Ilsoo van Dijk, acting under the name: Ilsoo Creative, Ilsoo van Dijk and/or Ilsoo photography. When booking a photoshoot, registration, or total report, you agree with the general conditions of Ilsoo Creative.

The applicability of the General Conditions of the counterparty is hereby expressly rejected

Details photographer

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1. Definitions

In these General Conditions is intended by:

1. Quotation: all offers of photographer to (legal) persons with whom it is intended to enter into an agreement with.
2. Agreement: the assignment agreement between Ilsoo Creative, Ilsoo van Dijk and/or Ilsoo photography (in the following: photographer) and the person or persons with whom the agreement is concluded (in the following: client).
3. Assignment: the service or product that will be delivered by the photographer.
4. Photographer: Ilsoo van Dijk, also the user of these general conditions and contractor. The user in the sense of art. 6:231 BW (Civil Code).
5. Client: the counterparty in the sense of art. 6:231 BW (Civil Code). The company or the person/persons with whom the photographer has concluded the agreement, also the acceptor of these general conditions.
6. Cancellation: termination or rescission of the agreement.
8. Written: wherever reference is made in these general conditions to 'written', also intended are electronic communications such as e-mail, on condition the identity of the sender and the authenticity of the communications are sufficiently established. The burden of proof regarding the receipt of electronic communications lies with the client at all times.
9. Photographic work: photographic works as intended in article 10 section 1 sub9. CL, or other works in the sense of CL.
Use: multiplication and/or publication in the sense of copyrights law 'auteurswet 1912'.
10. CL: copyright law 'Auteurswet 1912'

2. Application

These General Conditions are applicable to all legal relationships between a Photographer and a Counterparty, i.e. client, including quotations, order confirmations and verbal or written agreements, also after termination of an agreement, unless parties have deviated expressly from these conditions in writing.

3. Offer

1. Photographer makes an offer in connection with a request, in the form of feedback via e-mail and/or a quotation.
2. All prices listed in the quotation are inclusive of VAT (nationally), unless it was established otherwise.
3. Acceptance of the offer takes place in writing, on condition it was not established otherwise.
4. The offer by way of a quotation of the photographer loses its validity 14 days after its sending.
5. Price indications, offers, and quotations may undergo changes due to (unforeseen) changes to the activities or price increases for supplies, on condition these are purchased externally.
6. For new agreements or the supplementing of this agreement, the photographer makes a new offer or price indication.

4. Acceptance of the assignment

1. Client must accept the offer explicitly and in writing. If client fails to do so, but nevertheless agrees, or at least creates the impression, that photographer carries out work in the context of the agreement, then the offer is considered accepted.
2. The offer is also considered as accepted as soon as the down payment has been settled.
3. Photographer reserves himself the right to refuse an assignment if after acceptance new information becomes available that renders implementation unacceptable for photographer.
4. After acceptance, the agreement can only be changed through mutual approval. Photographer has the right in such case to modify the fee owed for the agreement.

5. Implementation of the assignment

1. Photographer will carry out the assignment to the best of his understanding and capabilities and in accordance with the requirements of good workmanship, in the style and quality that are customary for the photographer.
2. Photographer has the right (if so established) to take an assistant photographer or trainee with him and to have the assignment carried out partially by this third party.
3. Photographer exerts himself and will act to the best of his abilities in the circumstances given and existing during implementation of the assignment.
4. Photographer delivers the imagery in the style and quality customarily applied by him, whereby professional post-production is applied for matters such as colour, contrast, clarity, and clipping.
5. Additional post-production is possible after consultation and against additional payment.
6. All pictures are supplied in colour. Pictures which in the opinion of photographer reveal their potential better in black and white are also supplied in black and white.
7. Unless in the event of force majeure, photographer will in case of unforeseen circumstances on the part of photographer, due to which photographer is unable to personally comply with the agreement, will to the extent reasonably possible procure a substitute photographer with a comparable style.

6. Obligations client

1. Client commits himself to render the circumstances for photographer as favourable as possible and where necessary to take measures.
2. Client is bound to do and refrain from doing all those things that are reasonably required and desirable to enable the timely and correct implementation of the assignment, also including, though not limited to, the timely provision of a day-planning to photographer, also including, though not limited to, information regarding the locations and necessary phone numbers, including that of the master of ceremony.
3. Client must procure suitable photo locations, whereby client must also procure access to that location and permission to be allowed to take picture at that location. If costs are involved in these matters, these are borne by client.
4. Client must make sure that no other qualified or professional photographer is operative during the wedding day.
5. Client must prevent that third parties will engage in flashing or other bothersome actions during essential moments, including, though not exclusively, the marital vow.

7. Delivery

1. Unless established otherwise, photographer only applies estimated delivery times.
2. Photographer supplies pictures in medium/high resolution jpg (2mb per picture); upon request, the imagery can be supplied at a higher resolution.
3. Photographer never provides source files or unprocessed files.
4. Photographer delivers the number of pictures as established, whereby photographer takes care of the selection of the pictures. Pictures outside this selection are never supplied to the client.
5. Photographer delivers the photo files within the established time. Pictures are delivered, unless established otherwise, through Wettransfer.
6. Photographer makes a prior announcement for products with a longer delivery time. The estimated delivery time of these products is communicated to client by e-mail.

8. Fee

1. If parties have not established a fee, it is determined unilaterally by the Photographer by standards of reason and fairness, whereby the extent and scope of the use of the work desired by Counterparty are taken into account.
2. The counterparty must refund the necessary expenses and/or additional work made by the photographer.
3. The ultimate fee is based on grounds of the activities conducted and the expenses incurred pursuant to post-calculation, with due regard for the prices customarily applied by photographer.

4. All amounts listed by photographer are inclusive of VAT, unless established otherwise.

9. Invoice and payment

1. Payment must occur within 14 days after invoice date.
2. If the Photographer has not received the amount due within the term intended in 4.1, the Counterparty owes the statutory interest rate, increased by 2%, over the invoice amount.
3. If the Counterparty is in default or has fallen short in another manner with the fulfilment of one or more of his obligations, a violation of copyrights thereby included, then all costs incurred by the Photographer to obtain satisfaction judicially and extrajudicially are borne by the Counterparty.
4. No use of the Photographic work whatsoever or in whatever manner is permitted for as long as the Counterparty has not yet settled any outstanding invoice of the Photographer.

10. Complaints

Complaints regarding the delivered work must be communicated as soon as possible, though in any case within ten business days after delivery of the Photographic works in writing/by e-mail to the Photographer. The Photographer has the right within a reasonable term to still deliver good work instead of rejected work, unless such were to lead to disproportionate damage to the Counterparty.

11. Assignment

1. The Photographer has the right to carry out everything that is not expressly described by an assignment agreement at own discretion and according to own technical and creative insight.
2. Changes to the assignment by the Counterparty for whatever reason are borne by the Counterparty and will only be implemented by the Photographer after a separate quotation of the additional costs which is signed for approval by the Counterparty and is returned to the Photographer.
3. In case of cancellation of an assignment agreement by the Counterparty at any time whatsoever and for whatever reason, the Photographer is entitled to the established fee. In case of cancellation, a non-professional Client only owes a part of the fee as is to be reasonably established, whereby the activities already conducted are taken into account.

12. Copyright

The copyright to the Photographic works lies with the photographer.

1. Each agreement also comprises the license described in this article with regard to the photographic work of photographer, unless established otherwise.
2. The copyright, as well as other rights of intellectual property to all works developed or provided within the framework of the assignment, lies with photographer.
3. Client does not have the right to multiply or render public the work outside the domestic sphere, unless established otherwise.
4. Client may multiply pictures for own use.
Thereby, client may not modify or edit the pictures, however.
5. Clients obtain a license for the publication of the pictures on social media, on condition of citation of the photographer's name.
6. Client is unless established otherwise, not authorised to grant sub-licenses to third parties, nor to transfer his own license.
7. Client must observe the personality rights of the photographer as stated in article 25 CL.
8. Any use of a work of photographer that has not been established is considered a breach of the copyright of photographer.
9. In case of the breach of the copyrights and/or personality rights of photographer, photographer bills three times the usual license fee for such case, as compensation for the damage incurred.
10. Compensation of damage does not confer the right to further use of the work of the photographer.

13. License

1. Permission for the use of a Photographic work by the Counterparty is exclusively granted in writing/by e-mail and beforehand in the form of a license as described in nature and scope by the Photographer in the quotation and/or the order confirmation and/or the invoice concerning.
2. If nothing has been established regarding the scope of the license it applies that it never comprises more than the right to one-off usage, in unaltered form, for the purpose of a goal, print run, and manner as parties intended upon entry into the agreement in conformity with the understanding of the Photographer.
3. Exclusive exploitation must always be established explicitly in writing and does not fall under the exploitation right mentioned in article 8.2.
4. It is not permitted to the Counterparty to transfer the exploitation right described in this article to third parties, barring the prior written consent of the Photographer.
5. Unless established otherwise, the Counterparty is not authorised to grant sub-licenses to third parties.

14. Breach of copyright

1. Any use of a Photographic work that has not been established is considered a breach of the copyright of the Photographer.
2. In case of a breach, the Photographer is entitled to a fee to the amount of at least three times the license fee customarily applied by the Photographer for such a form of use, without losing any right to compensation of the other damages incurred (also including the right to compensation of all direct and indirect damage and all effective judicial and extrajudicial costs).

15. Portrait right

1. Photographer reserves himself the right to use the works for own promotional purposes and publications, also including, though not limited to, website, weblog, portfolio, social media, and publications (both on-line and off-line) and both in print and in material for exhibitions.
2. Deviating arrangements are established in writing.

16. Citation of name and Personality Rights

1. The name of the Photographer must be clearly indicated with a used Photographic work or be included with a reference to the Photographic work in the publication.
2. In case of the multiplication and publication of a Photographic work, the Counterparty always observes the personality rights of the photographer in conformity with article 25 section 1 sub c and d CL.
3. For every breach of the personality rights falling to the Photographer ex article 25 copyright law 'Auteurswet', including the right to the citation of name, the Counterparty owes a fee of at least 100% of the license fee customarily applied by the Photographer, without losing any right to compensation of other damages incurred (also including the right to compensation of all direct and indirect damage and all effective judicial and extrajudicial costs).

17. Liability and rights of third parties

1. The Photographer is authorised to enter into this Agreement and to grant the aforementioned License.
2. The Photographer is not liable towards the Counterparty for third-party claims and/or damage flowing from the exploitation and disclosure of the Work, unless there is a situation of gross fault or wilful intent on the part of the Photographer.
3. The liability of Photographer is limited in any event to the amount of the invoice, or, if and to the extent it regards insured damage, to the amount of the sum effectively disbursed under the insurance.
4. If third parties announce or file a claim against the Photographer and/or Counterparty with regard to the Work, then the Counterparty and the Photographer will determine through mutual consultation whether they will mount a defence against it and in what manner that would occur.

18. Bankruptcy/suspension of payments

Both the Photographer and the Counterparty have the right to immediately terminate the agreement in case of the bankruptcy or suspension of payments of the other party. In case of the bankruptcy of the Counterparty, the Photographer has the right to terminate the license granted.

19. Choice of legislation and court

1. All cases where these General Conditions apply are governed by Netherlands legislation.
2. Any dispute concerning the text and interpretation of these General Conditions and a legal relationship between Photographer and the Counterparty will be submitted to the competent court of law in the Netherlands.

Ilsoo Creative | These general conditions are partially based on the general conditions of Dupho (the new name of what was formerly 'de algemene fotografiefederatie'). In addition to the conditions that apply specifically to the services of Ilsoo Creative. You can find a summary of the general conditions of Dupho [here](#).

To all legal relationships, these General Conditions of DuPho are primarily applicable. Upon entering into a collaboration with Ilsoo Creative, one automatically agrees with these conditions. The application of the General Conditions of the counterparty is hereby expressly rejected. By confirming an agreement of Ilsoo Creative, the client indicates to be aware of these conditions.

Ilsoo Creative | Rokin 69 1012 KL Amsterdam +316 34 06 75 06 | Ilsoo Creative. September 2019