

TERMS & CONDITIONS – CAPTURED BY DEMMY

1. General

These terms and conditions apply to all services, offers, quotations and agreements of Captured by Demmy (sole proprietorship), based in Amersfoort, The Netherlands. By booking a photoshoot, the client agrees to these terms.

2. Bookings & Payment

A booking is confirmed upon payment of a 25% deposit. The remaining balance must be paid prior to the photoshoot. In case of non-payment, the photographer reserves the right not to execute the assignment.

3. Cancellation & Rescheduling

Cancellation or rescheduling is free up to 14 days prior to the shoot. Between 7 and 14 days, the deposit is forfeited. Within 7 days, the full amount is due.

4. Execution of the Assignment

The photographer performs the assignment to the best of her ability and in accordance with her artistic style. The client acknowledges familiarity with this style and accepts the artistic interpretation.

5. Delivery of Images

After the photoshoot, the client will receive a curated selection or online gallery of images. The client may select the number of images included in the purchased package. Only the selected images will be edited and delivered. Final edited images will be delivered within a maximum of 3 weeks after the client has made their selection, unless agreed otherwise in writing. RAW (unedited) files will not be provided.

6. Editing & Style

The photographer determines the editing and style of the images. Additional edits or changes are not included unless agreed otherwise in writing. The photographer does not guarantee specific results outside her artistic style.

7. Usage & Copyright

All copyrights remain with the photographer. The client receives a non-exclusive license for personal use only, unless agreed otherwise in writing. For TFP collaborations, the terms as stated in the model release apply.

8. Boudoir & Privacy

Privacy is paramount in boudoir photography. Publication of recognizable images will only take place with explicit prior consent of the client. Without such consent, images will be treated as private.

9. Liability

Participation in a photoshoot is at the client's own risk. The photographer is not liable for damage, loss or injury, unless caused by intent or gross negligence. Liability is limited to the invoice amount. Indirect damages are excluded.

10. Third Parties

If third parties such as makeup artists or stylists are involved, the photographer is not liable for their actions or results.

11. Force Majeure

The photographer is not liable for failure to perform due to force majeure, including but not limited to illness, technical issues or extreme weather. An alternative date will be offered.

12. Archiving

Images will be stored for a minimum of 12 months. After this period, the photographer is not responsible for retaining files.

13. Complaints

Complaints must be submitted in writing within 7 days after delivery. After this period, the assignment is considered accepted.

14. Governing Law

All legal relationships are governed by Dutch law. Disputes will be submitted to the competent court in the Netherlands.