

General Terms and Conditions - Bookmaking

Studio Craftsmen wherein David de Jong / David de Jong Photography is the legal party being a photography and design specialist, wherein Yuri van Koeveringe is an independent researcher and writer with his own terms and conditions.

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These general terms and conditions apply to all offers, agreements and legal relationships between David de Jong and the client, unless explicitly agreed otherwise in writing.

1. Definitions

1. **Photographer:**
David de Jong (Studio Craftsmen), user of these general terms and conditions.
2. **Client:**
the natural or legal person who enters into an agreement with the photographer or to whom an offer is made.
3. **Agreement:**
any agreement relating to the provision of photographic services and/or products by the photographer.

2. Applicability

1. These general terms and conditions apply to all offers, quotations, agreements and deliveries of the photographer.
 2. The applicability of any general terms and conditions of the client is expressly rejected.
 3. Deviations from these general terms and conditions are only valid if confirmed in writing by the photographer.
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3. Quotations and formation of the agreement

1. All quotations and price indications of the photographer are without obligation, unless explicitly stated otherwise.
 2. Quotations are valid for 14 days from the date of issue.
 3. An agreement is concluded at the moment the client accepts a quotation or order confirmation in writing or digitally.
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4. Performance of the agreement

1. The photographer shall perform the agreement to the best of his/her knowledge and ability.
 2. The photographer retains full artistic and technical freedom in the execution of the assignment.
 3. The client shall ensure the timely provision of all information and facilities necessary for proper performance.
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5. Delivery

1. Delivery of the image material shall take place within the agreed term. If no term has been agreed, a reasonable term shall apply.
 2. Image material shall be delivered digitally in JPEG format, unless agreed otherwise in writing.
 3. RAW files and non-selected material are not part of the delivery.
 4. Colour or style differences resulting from screen or print settings do not constitute a failure in performance.
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6. Fees and payment

1. All fees are exclusive of VAT and other government levies, unless stated otherwise.
 2. Invoices must be paid within 14 days of the invoice date.
 3. In the event of late payment, the client shall be in default by operation of law.
 4. The photographer is entitled to charge statutory interest and collection costs.
 5. The photographer is entitled to suspend delivery of image material until full payment has been received.
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7. Cancellation and force majeure

1. Cancellation by the client must be made in writing.
 2. In the event of cancellation up to 48 hours before the start of the assignment, no fees shall be due.
 3. In the event of cancellation within 48 hours, the client shall owe 50% of the agreed fee.
 4. In the event of force majeure, the photographer is entitled to terminate the agreement without being liable for any compensation.
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8. Copyright and usage rights

1. Copyright to all works created by the photographer remains exclusively with the photographer, unless agreed otherwise in writing.
 2. The client is granted a non-exclusive, non-transferable right of use in accordance with the purpose agreed in the agreement.
 3. Use of the image material outside the agreed licence is not permitted without prior written consent of the photographer.
 4. The client is not permitted to edit, reproduce or make the image material available to third parties without permission.
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9. Credit line

1. In the event of public use of the image material, the client is obliged to credit the photographer, unless agreed otherwise in writing.
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10. Liability

1. The photographer's liability is limited to the amount invoiced for the relevant agreement.
 2. The photographer is not liable for indirect damage, consequential damage or loss of profit.
 3. The photographer is not liable for loss or damage to image material due to technical failures, provided reasonable care has been taken.
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11. Complaints

1. Complaints relating to the performance of the agreement must be submitted in writing within 7 days after delivery.
 2. If no complaint is submitted within this period, the delivered work shall be deemed accepted.
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12. Use for promotional purposes

1. The photographer is entitled to use the image material for his/her own promotional purposes, including portfolio, website and social media, unless agreed otherwise in writing.
 2. Objections to such use must be made known in writing prior to entering into the agreement.
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13. Privacy and data protection

1. The photographer processes personal data in accordance with the General Data Protection Regulation (GDPR).
 2. Further information is included in the privacy statement on the photographer's website.
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14. Governing law and jurisdiction

1. All agreements and legal relationships shall be governed exclusively by Dutch law.
 2. Any disputes shall be submitted to the competent court in the district where the photographer is established.
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15. General Terms and Conditions of the Counterparty

1. These terms and conditions apply exclusively. The applicability of any general terms and conditions of the counterparty is expressly excluded, unless otherwise agreed in writing.

Last updated: 01-02-2026