GENERAL TERMS AND CONDITIONS

DF PHOTO NL

Version 2.0 – 19 November 2026

Article 1 – Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

1. **Photographer:** Daniel Frissen, trading as DF Photo NL, registered with the Dutch Chamber of Commerce (KvK) under number 92070515.
2. **Client:** The individual, company, band, artist, venue, promoter, event organiser or other legal entity commissioning the Photographer.
3. **Assignment:** Any photography service or related service provided by the Photographer.
4. **Agreement:** The agreement between the Photographer and the Client concerning an Assignment.
5. **Photographs:** All images created by the Photographer in connection with an Assignment, including edited and delivered images.
6. **Quotation:** A written proposal specifying the services, fees, usage rights and any additional conditions applicable to an Assignment.

Article 2 – Applicability

1. These General Terms and Conditions apply to all quotations, agreements, assignments, services and deliveries provided by or on behalf of DF Photo NL.
2. Any deviations from these terms are valid only if agreed in writing by both parties.
3. Any purchasing or other terms and conditions of the Client shall not apply unless explicitly accepted in writing by the Photographer.
4. If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in force. The invalid provision shall be replaced, as far as legally possible, by a provision that reflects its original purpose.
5. These terms also apply to any third parties engaged by the Photographer in connection with the Assignment, where applicable.

Article 3 – Quotations and Agreements

1. All quotations are non-binding unless expressly stated otherwise and remain valid for the period specified in the quotation.
2. Quotations are prepared individually, taking into account the nature of the event, location, duration, requested services, number of photographs and intended usage.
3. An Agreement is established once the Client accepts the quotation in writing, including by email, and the Photographer confirms the Assignment.
4. Any changes to the agreed Assignment must be agreed upon in writing.

5. The Photographer reserves the right to refuse an Assignment without being required to provide a reason.

Article 4 – Rates, Payment and Additional Costs

1. The Photographer works with individually agreed quotations. There are no fixed standard prices unless explicitly stated otherwise.
2. Unless otherwise agreed in writing, the full agreed amount must be paid in advance.
3. The Photographer will issue an invoice following acceptance of the quotation. Payment must be received before the Assignment takes place.
4. An Assignment is considered confirmed once the agreed payment has been received and the Photographer has confirmed the booking.
5. If payment is not received by the specified due date, the Photographer reserves the right to postpone or cancel the Assignment, subject to applicable law and any reasonable notice requirements.
6. Any additional work, expenses or services not included in the original quotation will be charged separately, subject to prior agreement with the Client wherever reasonably possible.
7. Additional costs may include travel expenses, accommodation, parking, additional shooting hours, special equipment or other expenses necessary for the Assignment.
8. Unless stated otherwise, all prices are quoted in euros and include or exclude VAT as specified in the quotation.

Article 5 – Execution of the Assignment

1. The Photographer shall perform the Assignment to the best of his knowledge and ability, using professional standards and his customary photographic style.
2. The Photographer retains creative control over the photographic approach, composition, selection and editing of the images, unless otherwise agreed in writing.
3. The Client acknowledges that concert and event photography is dependent on circumstances beyond the Photographer's control, including stage lighting, venue conditions, artist movements, access restrictions and event schedules.
4. The Photographer cannot guarantee specific photographs, poses, performances, lighting conditions or moments.
5. The Photographer shall not be held responsible for reduced photographic results caused by circumstances beyond his reasonable control.
6. The Photographer may engage assistants or other third parties where necessary for the execution of the Assignment.
7. The Client is responsible for arranging any required permissions for the Photographer to carry out the Assignment at the agreed location.

Article 6 – Client Responsibilities and Event Access

1. The Client shall provide accurate and complete information about the event, including the date, location, schedule, access arrangements and any relevant restrictions.
2. The Client is responsible for arranging accreditation, photography permits, backstage access, photo pit access and any other permissions required for the Assignment, unless otherwise agreed in writing.
3. The Client shall ensure that the Photographer has reasonable access to the agreed areas and is informed of any restrictions before the event.
4. The Photographer cannot be held responsible for missed photographs or reduced results resulting from denied access, restricted movement, security instructions, venue policies or changes imposed by artists, organisers or other third parties.
5. If access is denied or significantly restricted, the Photographer will make reasonable efforts to complete the Assignment within the available conditions. This does not automatically entitle the Client to a refund.
6. The Client shall inform the Photographer of any specific rules regarding photography, flash use, equipment, artist restrictions or image publication before the Assignment.
7. The Client is responsible for informing event attendees and other relevant persons about the presence and intended use of event photography, where required by applicable privacy legislation.

Article 7 – Changes and Cancellation

1. Any cancellation or significant change to an Assignment must be communicated in writing, preferably by email.
2. If the Client cancels an Assignment, the Photographer may charge reasonable cancellation costs, taking into account work already performed, expenses already incurred and the time reserved for the Assignment.
3. Any specific cancellation arrangements or cancellation fees stated in the accepted quotation shall take precedence, provided they are legally valid.
4. If no specific cancellation arrangement has been agreed, any cancellation charge shall be reasonable and proportionate to the circumstances and the actual loss or costs incurred.
5. If an event is postponed or rescheduled, the Photographer will make reasonable efforts to accommodate the new date, subject to availability. Any additional costs may be charged separately.
6. If the Photographer is unavailable on the new date, the parties shall discuss an appropriate solution. Any refund or compensation shall be determined in accordance with the agreed terms and applicable law.
7. The statutory rights of consumers, including any applicable right of withdrawal, shall remain unaffected by this article.

Article 8 – Force Majeure

1. Force majeure refers to circumstances beyond the reasonable control of the Photographer that prevent or significantly hinder the performance of the Assignment.
2. Examples include illness, accidents, extreme weather, fire, transport disruption, equipment failure despite reasonable precautions, government restrictions, venue closure and cancellation of the event by the organiser.
3. In the event of force majeure, the Photographer may suspend, reschedule or cancel the Assignment.
4. If the Assignment cannot take place, the Photographer and Client shall first attempt to agree on a suitable alternative date or solution.
5. If no alternative arrangement can be agreed upon, the Photographer shall refund any amount received for services that have not been performed, after deducting any reasonable costs already incurred where legally permitted.
6. Neither party shall be liable for failure to perform obligations to the extent that such failure is caused by force majeure.

Article 9 – Copyright and Usage Rights

1. All copyright and other intellectual property rights relating to the Photographs remain with the Photographer, unless expressly transferred in writing.
2. Payment for an Assignment does not constitute a transfer of copyright.
3. Following full payment, the Client receives a non-exclusive, non-transferable licence to use the delivered Photographs for the purposes and channels agreed in the quotation.
4. Unless otherwise agreed, the standard licence allows the Client to use the Photographs for its own:
    - Website and social media channels.
    - Press releases and editorial publicity.
    - Band, artist or event promotion.
    - Promotional materials relating to the relevant artist, band or event.
5. Paid advertising, merchandise, commercial resale, sublicensing, transfer to third parties or use for unrelated commercial campaigns requires prior written permission from the Photographer, unless expressly included in the quotation.
6. The Client may not sell, distribute, sublicense or otherwise make the Photographs available to third parties for independent use without written permission.
7. The Client may not materially edit, alter, manipulate or apply filters to the Photographs without prior written permission. Cropping and resizing for normal publication are permitted, provided the integrity of the image is maintained.
8. The Client must not remove watermarks, copyright notices or photographer credits where these are included.

9. Where reasonably possible, the Photographer must be credited when the Photographs are published, for example by mentioning DF Photo NL or Daniel Frissen.
10. The Photographer retains the right to use the Photographs for his own portfolio, website, social media and professional promotion, provided such use is lawful and does not violate applicable portrait rights, privacy rights or confidentiality agreements. Any specific restrictions agreed in writing with the Client shall be respected.

Article 10 – Portrait Rights and Privacy

1. The Photographer respects applicable portrait rights and privacy legislation, including the General Data Protection Regulation (GDPR).
2. The Client is responsible for informing event attendees, performers, staff and other relevant individuals about the photography activities and intended use of images, where required by law.
3. Where the Client is responsible for organising the event, the Client shall ensure that an appropriate legal basis exists for the photography and any intended publication or distribution of identifiable images.
4. The Client shall cooperate with the Photographer in handling reasonable requests concerning privacy, image removal or restrictions on publication.
5. The Photographer will take reasonable care when selecting and publishing images, particularly where individuals may be identifiable in circumstances that could reasonably affect their privacy or reputation.
6. The Photographer's use of images for his own portfolio or promotional purposes remains subject to applicable copyright, portrait rights and data protection legislation.
7. Any specific confidentiality or publication restrictions must be communicated and agreed upon in writing before the Assignment takes place.

Article 11 – Editing, AI-Assisted Processing and Delivery

1. The Photographer selects and edits the Photographs according to his professional judgement and customary style.
2. Editing may include adjustments to exposure, colour, contrast, sharpness, cropping, noise reduction and other standard post-processing techniques.
3. The Photographer may use professional software and AI-assisted tools to support image selection, processing, editing and workflow optimisation.
4. The Photographer remains responsible for the final selection and quality control of all delivered Photographs.
5. AI-assisted processing does not mean that the Photographer guarantees a particular automated result. The final images are assessed and delivered under the Photographer's professional responsibility.
6. The Photographer shall take reasonable care when using external software or services that process images or related data, taking applicable privacy and data protection requirements into account.

7. Only the final edited JPEG files are delivered unless otherwise agreed in writing.
8. RAW files, unedited images, rejected photographs and working files are not included in the Assignment and will not be supplied.
9. Delivery takes place digitally, through an online gallery, download link or another agreed method.
10. The estimated delivery time shall be communicated to the Client. Unless explicitly agreed otherwise in writing, delivery dates are estimates and not strict deadlines.
11. The Photographer is not responsible for delays caused by circumstances beyond his reasonable control.
12. The Client is responsible for downloading and securely storing the delivered Photographs. The Photographer does not guarantee permanent online availability of galleries or download links.
13. The Photographer may delete working files and source material after delivery, subject to any agreed retention period and applicable legal obligations.

Article 12 – Liability

1. The Photographer shall perform the Assignment with reasonable professional care.
2. The Photographer shall not be liable for damage resulting from circumstances beyond his reasonable control, including restrictions imposed by venues, organisers, artists or other third parties.
3. The Photographer shall not be liable for indirect damage, consequential loss, loss of profit, loss of business opportunities or reputational damage, to the extent permitted by law.
4. The Photographer shall not be liable for reduced results caused by incomplete or incorrect information supplied by the Client.
5. The Photographer shall not be responsible for loss, theft or damage to personal belongings belonging to the Client or persons attending the event.
6. The Client shall be responsible for damage caused to the Photographer's equipment by the Client or persons acting under the Client's responsibility, where such damage is attributable to them.
7. The Photographer shall not be liable for colour differences resulting from uncalibrated screens, printers or third-party printing services.
8. In the event of loss or damage to photographic material due to technical failure or other circumstances, the Photographer's liability shall be assessed in accordance with applicable law and the circumstances of the case.
9. To the extent legally permitted, the Photographer's total liability shall be limited to the amount paid for the relevant Assignment or the amount paid out under the Photographer's liability insurance, whichever is applicable.
10. Nothing in these terms excludes or limits liability where such exclusion or limitation is prohibited by mandatory law, including liability resulting from intent or deliberate recklessness.

Article 13 – Complaints

1. Any complaints regarding the execution of the Assignment or the delivered Photographs must be submitted in writing within a reasonable period after the Client has discovered, or reasonably should have discovered, the issue.
2. The Client should provide a clear description of the complaint and, where possible, supporting information.
3. The Photographer shall be given a reasonable opportunity to investigate and, where appropriate, resolve the complaint.
4. A complaint does not automatically suspend the Client's payment obligations.
5. Nothing in this article limits any mandatory statutory rights available to consumers or business Clients.

Article 14 – Final Provisions

1. The Photographer reserves the right to amend these General Terms and Conditions. The version applicable to an Assignment shall be the version provided to the Client before or at the time the Agreement is concluded, unless otherwise agreed or required by law.
2. Any amendments to an existing Agreement must be agreed upon in writing by both parties.
3. Dutch law applies to all legal relationships between DF Photo NL and the Client.
4. Any disputes shall be submitted to the competent court in the Netherlands, subject to mandatory legal provisions concerning jurisdiction and consumer protection.
5. If a translation of these terms differs from the Dutch version, the Dutch version shall prevail, unless otherwise agreed in writing.

DF PHOTO NL
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