



Manon Galama Photography
info@manongalama.com
Stockholm, Sweden

Terms and conditions

January 2022

Definitions

In these general terms and conditions, the following definitions apply:

Offer: the information shown on the website of Manon Galama with regard to the delivery of services, including in any case the price and duration of the photosession.

General Terms and Conditions: these General Terms and Conditions available on the website.

Cancellation: termination or dissolution of agreement.

Payment term: The term stated on the invoice within which payment of the invoice must be made.

Photographer: Manon Galama – Owner of Manon Galama Photography, also user of these general terms and conditions and contractor.

Use: reproduce and/or make public in accordance with the Copyright law.

Customer: the person or persons with whom the photographer has concluded the agreement, also the person or persons who accept these general terms and conditions.

License: the right of use that Manon Galama Photography grants to the customer, whereby the photographer gives permission to use and publish her photos under certain conditions.

Agreement: the contract for services between Manon Galama Photography (hereinafter referred to as 'photographer') and the person or persons with whom the agreement is concluded (hereinafter referred to as 'the customers').

Assignment: the service that will be provided by the photographer.

Written: (digital) communication by letter, e-mail, whatsapp.

Rate: the amount charged to the customer by Manon Galama Photography for its services.

Website: the internet website of Manon Galama Photography, namely www.manongalama.com and all derivative current and future variants thereof.

Article 1: Application

1. These general terms and conditions apply to all legal relationships between the photographer and the customer, as well as to all quotations, offers and agreements.
2. Deviations from these general terms and conditions are only valid insofar as they have been expressly agreed in advance and in writing between Manon Galama and the customer. These amended provisions are only valid in the respective agreement. The other provisions of the general terms and conditions remain unaffected by this.
3. Manon Galama is entitled to change these general terms and conditions. Changes will be announced on Manon Galama's website.

Article 2. Conclusion of agreement

1. The agreement is concluded in the following manner:

The customer fills in the contact form on the website or sends an email to info@manongalama.com. This is followed by a written communication in which the date and location are coordinated for the booked service. After agreement of the date and location, the photographer sends an agreement to the customer that contains the specifications of the assignment. In order to proceed, the customer

must accept the agreement in writing within the stated term. By accepting the agreement, the customer agrees to the photographer's general terms and conditions. In addition, the customer also receives a digital invoice. The booking is final when the customer accepts the agreement.

2. Unless otherwise agreed, the offer will lapse within 7 calendar days after the date of dispatch by the photographer.

3. After acceptance of the agreement, the agreement can only be changed by mutual consent. In that case, the photographer is entitled to adjust the fee owed for the agreement if the service has changed.

4. If new information emerges from the customer after sending the agreement and the invoice, the photographer may dissolve the agreement if the customer's wishes no longer fit within the purchased service.

Article 3. Execution of the assignment

1. The photographer will carry out the assignment to the best of her knowledge and ability and in accordance with the requirements of good workmanship, in the style in which the photographer usually works.

2. If the weather conditions do not allow outdoor shooting, the photo session will be moved to a time to be agreed. Bad weather is understood to mean; heavy rain/snow and/or huge storm (more than 6 Beaufort). In case of bad weather conditions, the photographer will inform the customer. The decision of the photographer is leading in this. Please note that bad weather conditions can never lead to a refund of the amount to the customer.

3. If special permission or an additional fee is required for shooting at the location desired by the customer, the customer is responsible for the fee.

4. The photographer will always maintain her material, yet she is not responsible if image material is lost due to technical malfunctions of the material in which there is a case of force majeure.

5. The customer is obliged to do everything that is reasonably necessary and desirable to enable a timely and correct execution of the assignment.

6. The duration of the photography starts at the time of the agreed time (this can always be found in the agreement).

Article 4. Delivery

1. Unless otherwise agreed, the photographer only uses estimated delivery times. Digital files of a photo session have an estimated delivery time of a maximum of 2 weeks.

2. The photographer provides a selection of the photos via an online gallery. The selection of the photos to be supplied is the sole responsibility of the photographer based on her quality and style criteria. It is not possible to inspect all shot material.

3. The client is responsible for downloading the photos from the online gallery. The photographer gives the client instructions on how to download the photos in high resolution from the online gallery.

4. The photographer delivers the images in her usual style, whereby a global image optimization is applied to, among other things, light, color and contrast. At the choice of the photographer, some photos can be supplied in black and white, this is done based on the expertise of the photographer. These images cannot still be delivered in color.

5. During editing there will be no extreme post-processing to remove or reduce existing elements in the photo or to eliminate or reduce imperfections in the skin/body (the photographer does not retouch the photo).

6. The photographer does not offer access to photographic images or raw files that have not been delivered.

7. For the delivery of Fine Art Prints, the photographer is dependent on the delivery of the company she works with. As a result, the delivery time can be up to 5 weeks.

Article 5. Rates

1. If no other rate has been agreed by both parties, the usual rates of Manon Galama Photography apply, as stated on the website.
2. The rates stated on the website of Manon Galama Photography are excluding 25% VAT.
3. In case of photo sessions within 10km from Stockholm, the travel costs are included in the price. A fee of 4 Kr per kilometer will be charged for photo sessions outside the 10 km ratio.
4. Manon Galama Photography reserves the right to change the rates at any time.
5. Prices and other conditions mentioned in the agreement only relate to that agreement and therefore do not automatically apply to a new offer, extension or extension of the agreement.

Article 6. Payment terms

1. Manon Galama Photography will digitally send an invoice to the customer for the amount owed by the customer, unless otherwise agreed.
2. Payment must be made within the due date stated on the invoice, stating the invoice number.
3. Payment must be made net to Manon Galama Photography's bank account, without any discount, deduction or settlement.
4. If the agreement is amended or supplemented, the photographer is entitled to adjust and increase the price accordingly.
5. After expiry of the payment term, the customer is in default. The customer owes the statutory interest and collection costs on the outstanding invoice amount. In such a case, the Photographer will first declare the customer in default.
6. The invoice for Fine Art Prints must be paid before the production process is started.

Article 7. Cancellation and suspension

1. If an invoice is not paid within the payment term, the photographer can, after informing the customer, suspend all her work on behalf of the customer until the amount of the invoice has been paid. However, this will never lead to suspension of the agreement.
2. If new information emerges from the customer after sending the agreement and the invoice, the photographer may dissolve the agreement if the customer's wishes no longer fit within the purchased service.
3. The customer can cancel a photo session, free of charge, up to 2 weeks prior to the planned session. Once a new date is proposed by the photographer at no extra cost. Or if the customer wishes a refund, a refund of the agreed amount will be made.
4. If the customer cancels the photo session within 2 weeks prior to the scheduled session, but more than 24 hours in advance, the cancellation fee is equal to 50% of the agreed amount.
5. In case of cancellation by the customer less than 24 hours prior to the scheduled session, the customer will be charged the cancellation costs equal to the agreed amount.
6. Exceptions to these cancellation conditions are made in case of: a Covid-19 infection, severe illness or unforeseen circumstances. In those cases, a new date will be proposed for the photoshoot at no extra cost.
7. In the event of unforeseen circumstances on the part of the photographer, as a result of which the photographer is unable to fulfill the agreement in person, the photo session will be moved or, if desired by the customer, the full amount will be refunded.
8. If the photo session has to be moved due to bad weather conditions, this can never lead to a refund of the amount to the customer. Exceptions to this are always discussed prior to the photo shoot and only take place if the customer is temporarily staying in Stockholm area, so that it is not possible to move the photo shoot.
9. Specially ordered Fine Art Prints cannot be returned and refunded.

Article 9. Liability

1. The photographer is not liable for damage to the customer, property of the customer and others in the broadest sense of the word, unless there is fault or intent on the part of the photographer.
2. The photographer is not liable for the loss of files that the photographer has delivered to the customer.
3. The photographer is not liable for damage caused by information sent online by the customer.

Article 10. Copyright

1. The copyrights of the content and format of the website, the Manon Galama logo, photos supplied, expressions on the internet, e-mails are at all times vested in Manon Galama.
2. As a client it is not allowed to:
 - Edit the photos (color adjustments, resizing and filters)
 - Enter the photographs for a competition
 - Make the photos available to third parties
 - To be submitted for publications by third parties. Always ask permission from the photographer first.
 - Place photos online without mentioning the photographer's name.
3. If the delivered photos are placed on social media channels, the name of the photographer must always be mentioned (Photographer: Manon Galama) in the description. The exception to this are profile photos.
4. In the case of a business photo shoot, the supplied photos may only be used within the company's own communication purpose: the website, social media channels, internal communication and printed matter. Not by any third parties.
5. Any use of a photographer's work that has not been agreed upon is considered an infringement of the photographer's copyright.
6. If the photographer's copyrights are infringed, the photographer will charge the applicable SOFAM rates. A fine will also be charged for the damage suffered by Manon Galama.
7. Compensation does not entitle you to further use of the photographer's work.
8. The customer gives Manon Galama Photography permission to use the photos for promotional purposes such as, but not limited to, portfolio, social media, competitions and exhibitions. The customer can only object to publication in advance.

Article 12. Privacy

1. Manon Galama processes personal data obtained in the context of the execution of the agreement in strict confidence and in accordance with the applicable laws and regulations. As can be read in the Privacy Policy of Manon Galama Photography.
2. Manon Galama uses high-quality security techniques to ensure that personal data is properly secured.
3. Manon Galama is not liable for any damage arising from or related to direct or indirect damage as a result of third-party programming, viruses and hackers that can lead to the modification, destruction, deformation, deactivation or disabling of software, hardware and /or customer data.

Article 13. Complaints

1. Complaints about the implementation of the agreement and/or objections to an invoice must be communicated in writing to Manon Galama within seven days of the date of dispatch.
2. Complaints about delivered photos must be communicated to Manon Galama in writing no later than seven days after receiving the photos in the online gallery. Complaints after the seven-day period will no longer be processed.
3. Complaints or objections submitted do not suspend the payment obligation.

Article 14. Other provisions

1. Swedish law applies to all legal relationships between the photographer and the customer.
2. If Manon Galama and the customer have a dispute arising from this agreement, an attempt will be made to resolve this dispute in consultation. If this fails, mediation will be used, with each party paying his or her own costs.
3. If consultation or mediation does not lead to a solution of the dispute, the dispute will be submitted to the competent court in the district where Manon Galama lives.