

Shannah Van Houcke - Photography Shannah

BTW: BE0747.569.201

Address: Steenstraat 15 - 9070 Heusden

TERMS AND CONDITIONS

1. CONCLUSION OF AGREEMENTS AND REPRESENTATION

1.1 AN AGREEMENT WITH PHOTOGRAPHY SHANNAH MAY ONLY BE VALID AND BINDING

BY A WRITTEN CONTRACT IN AS MANY COPIES AS THERE ARE PARTIES BY EACH PARTY.

1.2 SIGNED OR BY PHOTOGRAPHY SHANNAH'S ACCEPTANCE OF THE OFFER OF THE

CO-CONTRACTOR UNDER THE CONDITIONS STATED UNDER ARTICLE 1.1

1.3 EACH CONFIRMED BOOKING IS FINAL. A BOOKING WILL NOT BE CONFIRMED IF YOU HAVE A WRITTEN FROM ME, SHANNAH VAN HOUCKE CONFIRMATION RECEIVED.

GENERALLY, A DEPOSIT MUST BE MADE BEFORE THE START OF ANY PHOTO REPORT.

AT PHOTO SHOWS : FIXED ADVANCE OF 125 EURO INCL. VAT

FOR MARRIAGES : FIXED ADVANCE OF 500 EURO INCLUDING VAT

2. WORKING WITH A CONTRACT

2.1 BEFORE THE LAW THERE IS A CONTRACT ONCE YOU AND THE SELLER, IN THIS CASE PHOTOGRAPHY SHANNAH A

AGREE ON THE SERVICES TO BE PROVIDED AND THE PRICE.

2.2 BEFORE YOU REACH A BINDING AGREEMENT WITH ME I WILL ALWAYS ASK YOU FOR THE QUOTE AND THE

READ TERMS AND CONDITIONS ASSOCIATED WITH PHOTOGRAPHY SHANNAH AND SIGN THE OFFER.

3. MARRIAGE CANCELLATION POLICY

3.1 WHAT IS THE TERM TO CANCEL FREE OF CHARGE?

IT CAN ALWAYS HAPPEN THAT SOMETHING IN YOUR WEDDING PLANS UNEXPECTED CHANGES.

I HAVE A SMOOTH CANCELLATION POLICY BUT AS YOU CAN READ ON MY WEBSITE I AM 200% COMMITTED TO YOUR WEDDING DAY.

SINCE I RESERVE FULLY FOR YOU THAT DAY, I TAKE MYSELF THE POSSIBILITY TO SERVICE OTHER COUPLES ON YOU SPECIAL DAY.

I ACTUALLY DON'T EXPECT A FINAL CANCELLATION BUT ASSUME IT WAS THE WORST CASE

IS NECESSARY AND ALWAYS FOR A THOROUGH REASON, THEN I APPLY THE FOLLOWING POLICY: WITH

EACH BOOKING A DEPOSIT OF 500 EURO INCL. VAT MUST BE MADE

THIS PAYMENT GUARANTEES YOUR PLACE AND THEREFORE NOBODY CAN APPLY TO ME ON THE DAY CHOSEN BY YOU BECAME.

THIS AMOUNT WILL NOT BE REFUNDED IF I CANCELLED 30 DAYS BEFORE THE BOOKED DATE, UNLESS MYSELF IN EXTREME (UTILITY)

EMERGENCY TO WAIVE OUR AGREEMENT. EXCEPTION: YOU PLACE A BOOKING BUT CANCEL WITHIN 14 DAYS.

YOU HEREBY APPLY TO THE RIGHT OF WITHDRAWAL. THIS IS A LEGAL TERM.

I SAVE YOU THE RIMRAM ON LEGISLATION BUT IN BRIEF YOU CAN ENTER AN AGREEMENT ON

DISTANCE WITHIN 14 DAYS CANCEL WITHOUT GIVEN REASON.

IT IS UP TO YOU TO MAKE THIS WORK CORRECTLY, ie IN WRITING .

SO YOU CAN PROVE THAT YOU EXERCITED YOUR RIGHT OF WITHDRAWAL IN THE CORRECT WAY AND TIMELY.

(Hopefully IT NEVER HAS TO COME TO THIS.)

YOU WISH TO RELY ON A PROFESSIONAL WEDDING PHOTOGRAPHER KNOWING THAT I HAVE ALL MY ENERGY AND ATTENTION ON YOU ESTABLISH ON THE BOOKED DAY AND THEREFORE I HAVE NO ADDITIONAL INCOME ON THAT DAY.

WE ASSUME A SUCCESSFUL DAY, EVERYONE PARTY AND SATISFIED.

YOU WILL RECEIVE AN INVOICE OF 500 EURO INCL. ONE OR A FEW DAYS AFTER THE WEDDING REPORT. VAT ALREADY BILLED.

THE REMAINING AMOUNT MUST BE PAID ONLY AFTER THE TRIAL REPORTING HAS BEEN DONE AND NOT LATER THAN 14 DAYS AFTER THE EVENT.

THE PHOTOS AND ADDITIONAL PRODUCTS ARE DELIVERED AFTER RECEIVING FULL PAYMENT.

3.2. THE RIGHT OF WITHDRAWAL

IF YOU RECEIVED A BOOKING CONFIRMED BUT YOU WISH TO CANCEL THESE AND YOU CAN CANCEL WITHIN A TERM OF 14 DAYS

THE RIGHT OF WITHDRAWAL IS HEREBY APPLIED. 14 DAYS IS A LEGAL TIME.

I SAVE YOU THE RIMRAM ON LEGISLATION BUT IN BRIEF YOU CAN ENTER AN AGREEMENT ON

DISTANCE WITHIN 14 DAYS CANCEL WITHOUT GIVEN REASON.

IT IS UP TO YOU TO MAKE THIS WORK CORRECTLY, ie IN WRITING .

SO YOU CAN PROVE THAT YOU EXERCITED YOUR RIGHT OF WITHDRAWAL IN THE CORRECT WAY AND TIMELY.

3.3. CANCELLATION 1 MONTH BEFORE THE APPOINTMENT

EXAMPLE: IF YOU CANCEL 1 MONTH BEFORE THE EFFECTIVE WEDDING DATE, THE FULL DEPOSIT (500 EURO INCL. VAT) WILL BE CHARGED.

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YOU WISH TO RELY ON A PROFESSIONAL WEDDING PHOTOGRAPHER KNOWING THAT I HAVE ALL MY ENERGY AND ATTENTION ON YOU ESTABLISH ON THE BOOKED DAY AND THEREFORE I HAVE NO ADDITIONAL INCOME ON THAT DAY.

4. CANCELLATION POLICY OTHER PHOTO REPORTS

4.1 IN GENERAL, A DEPOSIT MUST BE MADE BEFORE THE START OF EACH REPORT.

AT PHOTO SHOWS : FIXED ADVANCE OF 125 EURO INCL. VAT

THIS RESERVATION COST IS TO RESERVE YOUR PLACE AND THEREFORE TO RECORD THE BOOKING.

4.2 THE RESERVATION FEE WILL NOT BE REFUNDED UNDER ANY CONDITIONS UNLESS AGREED OTHERWISE.

4.3 IF THE PHOTO SHOOT CANNOT CONTINUE DUE TO CUSTOMER CANCELLATION, A NEW DATE WILL ALWAYS BE PROPOSED.

DEPENDING ON THE TYPE OF PHOTOSHOOT AND THE SITUATION, THIS MAY INCLUDE ADDITIONAL COSTS.

4.4 PHOTOGRAPHY SHANNAH WILL ALWAYS PROVIDE AN APPROPRIATE SOLUTION SO THAT BOTH PARTIES CAN AGREE TO A POSITIVE OUTCOME.

5. QUOTES AND PRICES

5.1 EACH PURCHASE IS BINDING: BY PURCHASE, THE CUSTOMER COMMITMENTS TO THE ARTICLES DESIGNATED IN THE AGREEMENT. THE ORDER WILL NOT BE DELIVERED ONLY AFTER APPROVAL OF THE DESIGN AND PAYMENT BY THE CUSTOMER OF THE FULL AMOUNT.

5.2 PRICES CAN BE ADJUSTED AT ANY TIME. THE PRICE THE CUSTOMER RECEIVES ON THE DAY OF THE BOOKING STAYS UNCHANGED

REGARDLESS OF ANY PRICE INCREASES.

5.3 THE PRICES ARE EXPRESSLY STATED ON THE INVOICE.

IN THE EVENT OF CONTRACT OF CONTENT ON THE QUOTE, DELIVERY AND INVOICE, THE AMOUNT LEAD OUT ON THE INVOICE.

5.4 QUOTES REMAIN VALID UNTIL MAXIMUM 30 DAYS AFTER THE QUOTE DATE.

THEY ARE BINDING OFF UNTIL CUSTOMER ACCEPT THEM IN WRITING OR UNLESS STATED OTHERWISE.

5.5 FOR WEDDING REPORTS AND EVENTS, AN ADVANCE OF 500 EURO INCL. VAT APPLIES.

6. GENERAL

6.1 IN THE EVENT OF THE PHOTOGRAPHER'S OBLIGATION OR SICKNESS ON THE AGREEMENT DATE, THE CUSTOMER WILL BE REFUNDED.

6.2 PHOTOGRAPHS AND VIDEOS CREATED BY PHOTOGRAPHY SHANNAH MAY APPEAR ON THE WEBSITE AND SOCIAL MEDIA. LET US KNOW IF YOU DON'T WANT THIS.

6.3 THE NUMBER OF PICTURES DELIVERED CANNOT BE PREPARED. THIS DEPENDS ON VARIOUS VARIABLES SUCH AS THE DURATION OF THE REPORT.

6.4 PHOTOGRAPHY SHANNAH EDITS ALL PHOTOS IN A TYPICAL STYLE. OWN OR FURTHER EDITING (WITH FILTERS FOR EXAMPLE) IS NOT ALLOWED. IF THIS IS DISCOVERED AFTER THIS, YOU RISK A FINE HERE, WHICH ALWAYS WILL BE CRIMINAL WILL BE TREATED.

6.5 IF PHOTOGRAPHY IS LOSED OR PHOTOGRAPH IS RE-ORDERED WHILE THE TERM EXPIRES, PHOTOGRAPHY SHANNAH WILL CHARGE AN ADMINISTRATION FEE OF EUR 35 TO LOOK FOR THE REQUESTED PHOTOS IN THE ARCHIVES.

(1 MONTH TERM AFTER BILLING DATE) UNLESS AGREED OTHERWISE.

6.6 PHOTOS REMAIN IN THE ARCHIVES FOR 2 YEARS. AFTER THIS YOU CANNOT REQUEST THESE ANY MORE.

6.7 PHOTOGRAPHY SHANNAH IS NOT RESPONSIBLE FOR DAMAGES WHEN SHIPPED BY MAIL.

6.8 THE DURATION OF A PHOTO REPORT CANNOT BE SHORTENED. THE AGREED TERM IS MADE.

YOU CAN EXTEND A SHOOT. (VNL. ON WEDDING REPORTS.

6.9 CUSTOMERS MUST REPORT COMPLAINTS ABOUT THE SERVICE WITHIN FIVE BUSINESS DAYS OF THE SHOOT OR DELIVERY.

6.10 THE PERFORMANCE AND SERVICES PROVIDED ARE AN EFFORT COMMITMENT, NOT A COMMITMENT OF RESULTS.

6.11 IF AN APPOINTMENT HAS BEEN MADE AND YOU ARE NOT AT THE APPOINTED TIME AND DATE, A

LOST MOVEMENT CHARGE OF EUR 50 EXCLUDING VAT.

7. BILLING AND PAYMENTS

7.1 INVOICES MUST BE PAID WITHIN 30 DAYS OF THE INVOICE DATE, UNLESS OTHERWISE STATED.

7.2 PAYMENTS MADE TO ACCOUNT NUMBER BE75 7506 9573 1551 AFTER SENDING THE INVOICE AND ALWAYS BEFORE DELIVERY OF THE IMAGES. NO EXCEPTIONS ARE MADE TO THIS.

IE THAT THE IMAGES WILL NOT BE RELEASED UPON PAYMENT BY THE END DATE.

7.3 IN THE EVENT OF LATE PAYMENT OF AN INVOICE, THE CLIENT LOSES THE ADVANTAGE OF THE PAYMENT TERM WITH REGARD TO

TO ALL OUTSTANDING INVOICES, WHICH ALSO BECOME IMMEDIATELY CLAIMABLE, AS WELL AS THE RELATED INVOICE INTEREST AND DAMAGES.

7.4 IN THE EVENT OF NO PAYMENT OR LATE PAYMENT , PHOTOGRAPHY SHANNAH RESERVES THE RIGHT TO SUSPEND ALL FURTHER PERFORMANCE UNTIL FULL PAYMENT OF THE OUTSTANDING INVOICE AMOUNT HAS BEEN OBTAINED.

7.5 BY LAW AND WITHOUT ANY REQUEST ANY DEADLINE INTEREST OF 12 % PER YEAR ON THE BALANCE OF THE INVOICE FROM THE DATE UNTIL THE DATE OF THE FULL PAYMENT.

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7.6 ALL DISPUTES AND DISPUTES CONCERNING THE PRESENT INVOICE ARE WITH THE EXCLUSIVE RESPONSIBILITY OF THE COURT OF PEACE IN EEKLO AND THE COMPANY COURT IN GENT.

8. LIABILITY

8.1 THE PHOTOGRAPHER MAY CANCEL A SESSION WITHOUT COMMITMENT IF THE CUSTOMER DOES NOT COMPLY WITH THE REQUESTED ACTIONS AND PREPARATION AND THIS WITHOUT ANY DAMAGE TO PHOTOGRAPHY SHANNAH.

8.2 THE PHOTOGRAPHER SHALL HAVE NO LIABILITY FOR COLOR DIFFERENCES IF PHOTOS OR PHOTO PRODUCTS ARE PRINTED BY THIRD PARTIES.

8.3 PHOTOGRAPHY SHANNAH IS NOT RESPONSIBLE FOR DELIVERY DELAYS.

8.4 ONLY GIFT VOUCHERS WITH A UNIQUE CODE AND SIGNATURE OF PHOTOGRAPHY SHANNAH ARE VALID.

8.5 GIFT VOUCHERS ARE VALID UNLIMITED UNLESS OTHERWISE STATED ON THE VOUCHER.

8.6 SELLER SHALL NOT BE LIABLE FOR LOSS OF GIFT VOUCHERS

9. EXECUTION OF THE ORDER

9.1 PHOTOGRAPHY SHANNAH WILL PERFORM THE ORDER IN ACCORDANCE WITH THESE TERMS AND CONDITIONS

9.2 PHOTOGRAPHY SHANNAH AUTONOMOUSLY DETERMINES THE WAY IN WHICH THE GRANTED ORDER (Which HAS BEEN CREATED IN CONSULTATION WITH THE CLIENT) WILL BE PERFORMED.

10. SPECIFIC TERMS: INTELLECTUAL PROPERTY

10.1 THE PHOTOGRAPHY BY PHOTOGRAPHY SHANNAH IS SUBJECT TO COPYRIGHTS:

THE PHOTOGRAPHS REMAIN THE PROPERTY OF THE PHOTOGRAPHER. PERSONAL USE IS FREE, BUT FOR COMMERCIAL PURPOSES THE CUSTOMER MUST REQUEST PERMISSION AND/OR REFUND THE PHOTOGRAPHER. IF THIS DOESN'T HAPPEN, JUDICIAL ACTIONS WILL BE TAKEN UNDERTAKEN.

10.2 PHOTOGRAPHY SHANNAH MAY BE GIVEN BY A TRANSFER OF COPYRIGHTS OR BY A TEMPORARY LICENSE . GRANT A LICENSE TO ITS COPYRIGHTS.

10.3 THE TRANSFER OF COPYRIGHTS GIVES THE CUSTOMER THE RIGHT TO USE THEM IN THE CONTEXT OF ITS ACTIVITIES EXPLOITING ASSETS IN THE FOLLOWING WAY:

- THE RIGHT TO DISTRIBUTE AND COMMUNICATE THE WORK TO THE PUBLIC IN ANY CONTEXT AND FOR ALL DISPLAY.
- THE RIGHT TO EDIT OR MODIFY THE WORK IN ANY CONTEXT AND FOR ALL COMMUNICATIONS.
- WITHOUT ANY LIMITATION OF TIME

10.4 THE GRANT OF A TEMPORARY RIGHT OF USE PROVIDES THE CUSTOMER WITH THE RIGHT TO OF ITS ACTIVITIES TO EXPLOIT THESE ASSETS IN THE FOLLOWING FIELD:

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- THE RIGHT TO DISTRIBUTE AND COMMUNICATE THE WORK TO THE PUBLIC FOR THE SPECIFIC CONTEXT AND COMMUNICATIONS SUCH AS AGREED BETWEEN PHOTOGRAPHY SHANNAH AND THE CLIENT.

10.5 PHOTOGRAPHY SHANNAH RESERVES THE RIGHT TO USE THE WORK AS AN EXAMPLE OR TO PROMOTE ITS SERVICES

11. USELESS MOVEMENT

11.1 PHOTOGRAPHY SHANNAH CHOOSES A PERSONALIZED APPROACH, ie ALL CONVERSATIONS, THE DELIVERY OF THE WEDDING PHOTOGRAPHS AND ALBUMS ARE PERSONALLY DELIVERED TO YOUR HOME BY MYSELF AND ALWAYS BY APPOINTMENT. IF NOT YOURSELF YOU ARE AT HOME DESPITE THAT AN APPOINTMENT HAS BEEN MADE AND YOU DID NOT NOTIFY IT TIMELY (CONTACT PHONE:

0494/07.43.75),

THEN A USELESS MOVEMENT OF €50 INCLUDING VAT WILL BE CHARGED .

12. APPLICABLE LAW AND DISPUTES

12.1 BELGIAN LAW APPLIES TO THIS AGREEMENT .

12.2 ANY DISPUTES ARISING OUT OF THE PERFORMANCE OF THE AGREEMENTS AND ANY DISPUTES CONCERNING THE INTERPRETATION OF THE AGREEMENT SHALL BE SUBMITTED TO THE COURT OF THE REGIONAL GHENT. BECOMES IMPOSSIBLE OR POSSIBLE SUBJECT TO CHANGE IN CONDITIONS.

13. THE FINAL PRODUCT

13.1 THE END PRODUCT DEPENDS ENTIRELY ON YOUR WISHES.

13.1.1 THE DIGITAL PHOTOS ARE ALWAYS DELIVERED IN WEB RESOLUTION WITH OR WITHOUT WATERMARK SPECIFICALLY SO YOU CAN SHARE ON SOCIAL MEDIA WITH FAMILY AND FRIENDS.

13.1.2 ALL PHOTOS ARE SUBJECT TO COPYRIGHT.

13.1.3 YOU CAN ALWAYS PURCHASE THE DIGITAL FILES WITHOUT WATERMARK AND DELIVERED IN HIGH RESOLUTION FOR A ONE-TIME COST. RATE DEPENDING ON THE TYPE OF PHOTO.

THIS ALLOWS YOU TO PRINT YOUR PHOTOS , BUT I DO NOT RECOMMEND THIS AS I OFFER UNMATCHED QUALITY IN BOTH SMALL FORMAT AND LARGER WALL DECORATIONS.

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PHOTOGRAPHY SHANNAH

IF THE CUSTOMER IS NOT SATISFIED WITH THE SERVICE, HE CAN CONTACT HERE

VIA INFO@PHOTOGRAPHY-SHANNAH.BE

LATEST ADJUSTMENT 05/02/2021

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PHOTOGRAPHER HEUSDEN - DESTELBERGEN

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