

TERMS & CONDITIONS

IMAGE OWNERSHIP

Petra Vaessen retains ownership of the original images unless agreed in writing between Petra Vaessen and client. A further fee will be negotiated, should ownership of the images by the client be required. The client shall not make any alteration to the images unless agreed in writing by Petra Vaessen. Any loss, damage or alteration to the images whilst in the possession of the client or any representative of the client will be charged the agreed license fee.

COPYRIGHT AND LICENSING

Petra Vaessen retains ownership of the copyright. Ownership of copyright is not affected by purchase of the original images. The client is granted a license to reproduce the images solely for the purposes detailed on the order confirmation emailed to you at the out set of the commission. Upon payment of a further agreed fee, the license may be extended to allow for the images to be used for purposes other than those shown on the order confirmation form, in accordance with the guidelines agreed with the Society of Artists Agents, the license is only granted upon payment in full of the fee specified on the order confirmation form. Any attempt to reproduce the artwork without such payment, will be regarded as a breach of copyright.

The license granted is exclusive to the named client on the booking confirmation form. The license may not be sub-licensed to a third party. Petra Vaessen retains the right to use the artwork for self-promotion. The client is responsible for the clearing of any copyright or reference material supplied by the client and shall indemnify Petra Vaessen against any claims arising from materials thus provided. All material expenses relating to the job shall be invoiced to the client.

If the client would like a moodboard from Petra Vaessen in preparation for the production, the moodboard will be settled for exclusivity in every way and is not allowed to be used if Petra Vaessen is not booked for the job. If the Client chooses not to book Petra Vaessen for the job, but uses the moodboard (or any other similar inspiration) a fee will be charged.

In case Petra Vaessen participates in editorial assignments, tests or other free work series the pictures won't be allowed to be used for commercial purposes or publications without permission. When commercial photo and / or advertising assignments are acquired, the client will get against payment of the standard rate, the right of publication for a period of one year from the booking date on in the Netherlands. With editorial series and / or illustration assignments the client obtains, prior to payment of the standard fee or editorial fee a one time publication right within the Netherlands. Please inquire about buyouts if needed.

IMAGE DELIVERY

Petra Vaessen can only adhere to deadlines agreed if there is no delay in the approval of roughs. Petra Vaessen shall not be held responsible for any consequential loss arising from the late delivery of images. All courier & travel expenses relating to the job shall be invoiced to the client.

CANCELLATION

A booking agreement is final and can not be canceled without any additional fees. If the client cancels the booking, costs will be charged, regardless of whether the client can be made responsible for cancelling or not. If the production is cancelled the fees detailed in the booking confirmation form will be payable: 100% of the fee is due if the cancellation is on the shooting date itself. 50% of the fee is charged if the client, regardless of the cancellation prior deadline, cancels the booking.

REJECTION

If Petra Vaessen has correctly followed the briefing, and the work is consistent with that of the artist's portfolio, and with that shown to the client, then the full fee is payable. The client has no right to reject the work on the basis of style or composition. Under no circumstances can there be a reduction in the agreed fee if the client uses the images for the purposes detailed on the booking confirmation form. Any objections to the final images must be conveyed within seven days of

delivery, after which it shall be conclusively presumed that the images have been accepted. If a delay of longer than three days after the delivery of images occurs before any requests for amendments, Petra Vaessen shall have the right to refuse to execute those amendments where they may interfere with subsequent productions. In this case, no reduction in fee will be allowed. In the event of rejection of the images, all rights shall remain the property of Petra Vaessen.

ESTIMATE QUOTES

If an estimate quote is requested prior to receiving full details of the production, it should be understood that this is in no way binding and may differ after Petra Vaessen has done the job. As more images/ more costs on the job may have occurred etc.

CREDIT TERMS/ PAYMENTS

Without other written or oral communications with Petra Vaessen the standard rates will be final. Payment shall be made within thirty days from the date of invoice. Make sure the invoice amount is transferred to the following account PETRA VAESSEN account number NL14 ABNA 0576 2997 15 quoting the invoice number. Payments not received within that time will be subject to an interest charge. The client is responsible at all times for the payment of the invoice.

OVERTIME RATES

If the production is longer than the standard 8 hours there will be an extra charge of a half day's rate. For work between midnight and 8am, the surcharge is twice the rate.

FOREIGN PRODUCTION/ TRAVEL COSTS

If Petra Vaessen will be making (travel) expenses during pre-production or wrapping up production in or outside of Amsterdam or if the activities/ pre production meetings are outside of Amsterdam, the client must reimburse the costs of traveling: in case of transport by train, on basis of the rate of first class ticket, if traveling by car a mileage allowance, the amount per kilometre is equal to the maximum for that year's tax free admission. Parking costs should be reimbursed. In the event of transportation by airplane rates will be based on economy class, the client will also have to reimburse the taxi fares . Travel and staying expenses for foreign productions should be fully reimbursed by the client. For travel days 50 % of the daily rate will be charged. All fees mentioned in this article are exclusive of VAT.

These terms and conditions are governed by the law of the Netherlands and may not to be varied unless agreed by both parties in writing.