General Terms and Conditions EF Sport Fotografie

Article – Definitions

1. EF Sport Fotografie: Eillish Faye, based in Zaandam, registered with the Chamber of Commerce (KvK) under no. 42173518, www.efsportfotograaf.nl.
2. Client: the party with whom EF Sport Fotografie has entered into an agreement, who is also the acceptor of these general terms and conditions.
3. Parties: EF Sport Fotografie and the client together.
4. Consumer: a client who is also an individual and who acts as a private person.
5. Quotation: all offers made by EF Sport Fotografie to (legal) persons with the aim of entering into an agreement.
6. Agreement: the agreement for services between EF Sport Fotografie and the client.
7. Assignment: the service or product that will be delivered by EF Sport Fotografie.
8. Cancel: termination or dissolution of the agreement.
9. In writing: electronic communication such as email, provided that the identity of the sender and the authenticity of the communication are sufficiently established. The burden of proof regarding receipt of electronic communication always lies with the client.
10. Use: reproducing and/or making public within the meaning of the Dutch Copyright Act 1912 (Auteurswet, “Aw”).
11. Photographic works (also: Works): photographic works as referred to in Article 10(1)(9) Aw, or other works within the meaning of the Aw that can be treated on a par with those photographic works.

Article – Applicability of the general terms and conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of EF Sport Fotografie.
2. Parties may only deviate from these terms and conditions if they have expressly agreed to do so in writing.
3. Parties expressly exclude the applicability of (additional and/or deviating) general terms and conditions of the client or of third parties.

Acceptance

1. The client must accept the offer explicitly and in writing. If the client fails to do so but nevertheless agrees to it, or at least gives the impression that EF Sport Fotografie is carrying out work under the agreement, the offer will be deemed to have been accepted.
2. Upon acceptance of a quotation or offer, EF Sport Fotografie reserves the right to still withdraw the quotation or offer within 3 days of receiving the acceptance, without the client being able to derive any rights from this.
3. EF Sport Fotografie reserves the right to refuse an assignment if, after acceptance, new information becomes available that makes performance unacceptable for EF Sport Fotografie.
4. After acceptance, the agreement can only be amended by mutual consent. In that case, EF Sport Fotografie is entitled to adjust the price due under the agreement.

Article – Cancellation of the assignment

1. If the client cancels an assignment up to 24 hours before the agreed day and time, no costs will be charged. If the client cancels within 24 hours before the agreed day and time, EF Sport Fotografie will charge the full amount for the assignment.
2. If a consumer cancels an assignment up to 24 hours before the agreed day and time, no costs will be charged. If a consumer cancels within 24 hours before the agreed day and time, €25 will be charged.
3. Consumers may always reschedule the appointment up to 24 hours before the agreed day and time.
4. If parties have not agreed on a fee, the fee customarily charged by EF Sport Fotografie for cancellation applies.

Performance of the assignment

1. EF Sport Fotografie will perform the assignment to the best of its judgement and ability and in accordance with the requirements of good craftsmanship, in the style in which EF Sport Fotografie customarily works.
2. EF Sport Fotografie will make every effort and will act to the best of its ability in the given and existing circumstances during the photo shoot and/or reportage.
3. The assignment will be performed in mutual consultation and after written approval and payment of any agreed advance payment by the client.
4. The client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable timely and proper performance of the assignment.
5. If the client has not ensured that EF Sport Fotografie can start performing the agreement on time, the resulting additional costs and/or additional hours will be borne by the client.
6. The client undertakes to make the circumstances as favourable as possible for EF Sport Fotografie and, where necessary, to take measures, including but not limited to instructing other people present.
7. Group photos and other photos specifically requested by the client can only be taken by EF Sport Fotografie if the circumstances allow it, sufficient time is available and the client takes sufficient measures to make taking these images possible, including but not limited to pointing out important persons.
8. EF Sport Fotografie expressly does not guarantee that all photos desired by the client will actually be delivered.
9. EF Sport Fotografie delivers the images in its customary style, applying a general image optimisation to, among other things, light, colour, contrast and crop. EF Sport Fotografie will only carry out limited post-processing to remove or reduce existing elements in the photo, including but not limited to removing or reducing distracting elements in the surroundings and things of a temporary nature.
10. Post-processing beyond this is only possible after consultation with EF Sport Fotografie and may involve additional costs.
11. EF Sport Fotografie expressly does not guarantee that, in team sports, all players will have photos of themselves. The aim is always to take photos of everyone, but it is not possible to give a guarantee on this.
12. In the event of force majeure (such as extreme weather conditions, illness or cancellation of the match/event), a new date will be agreed in consultation, without this leading to additional costs for the client.
13. If the assignment cannot be completed due to, for example, bad weather, the price will be adjusted to match the time worked.

Locations

1. For all location photography, such as animal photography, nature photography or corporate photography, the client is responsible for choosing the final location for the photo shoot. EF Sport Fotografie is of course happy to think along and can advise the client on this.
2. The client is responsible for finding an alternative in case of bad weather, if the client does not wish to have photos taken outdoors in that case.

Prices

1. All prices charged by EF Sport Fotografie are in euros, include VAT and exclude any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or agreed otherwise.
2. EF Sport Fotografie may change at any time all prices it charges for its products or services, on its website or otherwise made known.
3. Increases in the cost price of products or parts thereof that EF Sport Fotografie could not foresee at the time of making the offer or concluding the agreement may give rise to price increases.
4. The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory provision.
5. The price for a service is determined by EF Sport Fotografie on the basis of the hours actually spent.
6. If parties have agreed on a total amount for a service provided by EF Sport Fotografie, this is always an indicative price, unless parties have expressly agreed in writing on a fixed price from which no deviation is possible.
7. EF Sport Fotografie is entitled to deviate up to 10% from the indicative price.
8. If the indicative price turns out to be more than 10% higher, EF Sport Fotografie must inform the client in good time why a higher price is justified.
9. If the indicative price turns out to be more than 10% higher, the client has the right to have the part of the assignment that exceeds the indicative price plus 10% cancelled.
10. EF Sport Fotografie has the right to adjust prices annually.
11. EF Sport Fotografie will notify the client of price adjustments before they take effect.
12. The consumer has the right to terminate the agreement with EF Sport Fotografie if he or she does not agree with the price increase.

Shipping costs

1. Shipping costs are borne by the client, unless parties have agreed otherwise.

Parking permit and travel costs

1. The client is responsible for arranging a parking permit if one is required. If paid parking applies, the client will ensure that the parking app is activated. The additional costs of obtaining a permit or paying parking fees are always borne by the client.
2. Any travel costs are €0.35 per kilometre. For claims for public transport travel, the original tickets will be attached.
3. The travel distance is calculated using the ANWB route planner or the NS table.

Payments and payment term

1. Upon booking the assignment, the client owes a down payment of 30% of the agreed amount. This down payment must be paid immediately after confirmation of the booking.
2. The remaining amount (70%) must be paid before the edited photos are delivered. The photographer reserves the right not to deliver or release the photos as long as the full amount has not been received.
3. Payment of the remaining amount must be made within 7 days of the invoice date, unless otherwise agreed. If payment is not made on time, the photographer may send a payment reminder.
4. In the event of cancellation by the client without valid reason, or failure to appear on the agreed date, the down payment is forfeited and accrues to the photographer to cover reserved time and costs incurred. The client must pay invoices to EF Sport Fotografie within 7 days of the invoice date, unless parties have made other arrangements or a different payment term is stated on the invoice.

Consequences of late payment

1. If the client does not pay within the agreed term, EF Sport Fotografie is entitled to charge statutory interest of 2% per month for non-commercial transactions and statutory interest of 8% per month for commercial transactions from the day on which the client is in default, whereby part of a month is counted as a full month.
2. If the client is in default, he or she also owes extrajudicial collection costs and any damages to EF Sport Fotografie.
3. The collection costs are calculated on the basis of the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).
4. If the client does not pay on time, EF Sport Fotografie may suspend its obligations until the client has met its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the client, the claims of EF Sport Fotografie against the client are immediately due and payable.
6. If the client refuses to cooperate in the performance of the agreement by EF Sport Fotografie, he or she is still obliged to pay the agreed price to EF Sport Fotografie.

Right of suspension

1. Unless the client is a consumer, the client waives the right to suspend performance of any obligation arising from this agreement.

Set-off

1. Unless the client is a consumer, the client waives his or her right to set off a debt owed to EF Sport Fotografie against a claim on EF Sport Fotografie.

Retention of title

1. EF Sport Fotografie remains the owner of all delivered products until the client has fully met all of his or her payment obligations towards EF Sport Fotografie under any agreement concluded with EF Sport Fotografie, including claims for failure to perform.
2. Until that time, EF Sport Fotografie can invoke its retention of title and take back the goods.
3. Before ownership has passed to the client, the client may not pledge, sell, alienate or otherwise encumber the products.
4. If EF Sport Fotografie invokes its retention of title, the agreement is deemed dissolved and EF Sport Fotografie has the right to claim damages, lost profit and interest.

Delivery

1. Unless otherwise agreed, EF Sport Fotografie only uses estimated delivery times.
2. Digital files containing Photographic works are delivered in good consultation and in a manner agreed by both parties, and are at the client's risk from the moment of dispatch. If no delivery time has been agreed, it will be reasonably determined by EF Sport Fotografie.
3. Unless otherwise agreed, delivery takes place digitally.
4. Digital files are only delivered in JPEG, in low or high resolution in accordance with the assignment.
5. It is not permitted to post digital images online or have them printed other than as delivered, for example edited and cropped. If digital files are printed elsewhere, EF Sport Fotografie is not liable for the quality of the print.

Intellectual property and licence

1. EF Sport Fotografie retains all intellectual property rights (including copyright, patent rights, trademark rights, design rights, etc.) in all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, mock-ups, etc., unless parties have agreed otherwise in writing.
2. Unless otherwise agreed, every agreement also includes the licence described in this article with regard to the Works of EF Sport Fotografie.
3. The client obtains from EF Sport Fotografie a non-exclusive licence for an indefinite period to reproduce the Works, but not to edit them, for own use and to make them public within the domestic circle.
4. The Works may only be made public with clearly visible credit to EF Sport Fotografie.
5. Unless otherwise agreed, the client is not authorised to grant sublicences to third parties or to transfer his or her own licence.
6. The client is expressly not entitled to use or trade the photos for business or commercial purposes, or at least for purposes outside the domestic circle, without the prior written permission of EF Sport Fotografie.
7. The client must request written permission before submitting a photo for competitions and publications by third parties.
8. The client must respect the moral rights of EF Sport Fotografie, as stated in Article 25 Aw.
9. Digitally or analogously editing or modifying delivered Works is not permitted without the prior written permission of the photographer.
10. EF Sport Fotografie reserves the right to use the Works for business and commercial purposes and publications, including but not limited to website and blog, portfolio, advertisements, social media, magazine articles, printed matter, trade fair materials and demonstration material. If the client does not want a specific photo to be seen online, this can be discussed with EF Sport Fotografie.

Rights of third parties

1. The client who makes a Work public is solely responsible for obtaining permission from the persons portrayed and/or other rightholders. The client indemnifies EF Sport Fotografie against all claims in this regard and beyond.
2. EF Sport Fotografie is obliged to cooperate to the best of its ability in tracing the persons referred to in this article.

Photographing alongside

1. No other professional photographers will be hired alongside EF Sport Fotografie for the assignment in question, unless this has been agreed in consultation.
2. Other persons present are allowed to take photos, but without hindering the photographer of EF Sport Fotografie.
3. If the client hires a professional videographer, the client will indicate whether EF Sport Fotografie or the videographer should capture the moments, in case it turns out that it is not possible to work together from the best position.
4. EF Sport Fotografie is allowed to bring a third party in the capacity of assistant, intern or second shooter. No rights can be derived from this and it entails no additional costs for the client.

Warranty

1. If parties have entered into an agreement of a service-providing nature, this contains only an obligation of best efforts for EF Sport Fotografie and therefore no obligation to achieve a specific result.
2. The warranty with regard to products applies exclusively to defects caused by faulty manufacture, construction or material.
3. The warranty does not apply in the event of normal wear and tear and of damage resulting from accidents, modifications made to the product, negligence or improper use by the client, nor when the cause of the defect cannot be clearly established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between parties passes to the client at the moment they are legally and/or actually delivered, or at least come into the power of the client or of a third party who receives the product on behalf of the client.

Provision of information by the client

1. The client will make all information, data and documents relevant to the correct performance of the agreement available to EF Sport Fotografie in a timely manner, in the desired form and in the desired way.
2. The client guarantees the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. If and insofar as the client requests this, EF Sport Fotografie will return the documents concerned.
4. If the client does not make available, or does not make available on time or properly, the information, data or documents reasonably requested by EF Sport Fotografie, and the performance of the agreement is delayed as a result, the resulting additional costs and additional hours will be borne by the client.

Infringement of copyright and other intellectual property

1. Any use of a Work of EF Sport Fotografie that has not been agreed is considered an infringement of the copyright or other intellectual property of EF Sport Fotografie.
2. In the event of infringement, EF Sport Fotografie is entitled to a fee of at least three times the licence fee customarily charged by EF Sport Fotografie for such a form of use.
3. In addition, the client forfeits an amount of 5% of the fee referred to in paragraph 2 for each day that the infringement continues.
4. No prior notice of default or legal proceedings is required for this penalty to be forfeited. There also does not need to be any form of damage.

5. The forfeiture of the fee referred to in the second paragraph of this article does not affect the other rights of EF Sport Fotografie, including its right to claim damages in addition to the penalty.

Complaints

1. The client must examine a product delivered or service provided by EF Sport Fotografie for any defects as soon as possible.
2. If a delivered product or service provided does not meet what the client could reasonably expect from the agreement, the client must notify EF Sport Fotografie as soon as possible, but in any case within 14 days of delivery of the product or service. The client can send an email to contact@efsportfotograaf.nl for this purpose.
3. In doing so, the client provides as detailed a description of the defect as possible, so that EF Sport Fotografie is able to respond adequately.
4. The client must demonstrate that the complaint relates to an agreement between parties.
5. If a complaint relates to ongoing work, this can in no case result in EF Sport Fotografie being obliged to perform work other than that agreed.

Notice of default

1. The client must give notices of default to EF Sport Fotografie in writing.
2. It is the client's responsibility to ensure that a notice of default actually reaches EF Sport Fotografie (in good time).

Joint and several liability of the client

If EF Sport Fotografie enters into an agreement with multiple clients, each of them is jointly and severally liable for the full amounts owed by them to EF Sport Fotografie under that agreement.

Liability of EF Sport Fotografie

1. EF Sport Fotografie is only liable for any damage suffered by the client if and insofar as that damage was caused by intent or conscious recklessness.
2. If EF Sport Fotografie is liable for any damage, it is only liable for direct damage arising from or related to the performance of an agreement.
3. EF Sport Fotografie is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If EF Sport Fotografie is liable, this liability is limited to the amount paid out under any (professional) liability insurance taken out, and, in the absence of (full) payment by an insurance company, liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings and descriptions on the website or in a catalogue are indicative only and apply only approximately, and cannot give rise to damages and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period for damages

Any right of the client to damages from EF Sport Fotografie lapses in any case 12 months after the event from which the liability arises, directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code (Burgerlijk Wetboek, “BW”).

Right of dissolution

1. The client has the right to dissolve the agreement if EF Sport Fotografie attributably fails to perform its obligations, unless this failure, in view of its special nature or minor significance, does not justify dissolution.
2. If performance of the obligations by EF Sport Fotografie is permanently or temporarily impossible, dissolution can only take place after EF Sport Fotografie is in default.
3. EF Sport Fotografie has the right to dissolve the agreement with the client if the client does not fulfil his or her obligations under the agreement in full or on time, or if EF Sport Fotografie has become aware of circumstances that give it good grounds to fear that the client will not be able to properly fulfil his or her obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by EF Sport Fotografie to perform any obligation towards the client cannot be attributed to EF Sport Fotografie in a situation independent of the will of EF Sport Fotografie, as a result of which performance of its obligations towards the client is wholly or partly prevented, or as a result of which performance of its obligations cannot reasonably be required of EF Sport Fotografie.
2. The force majeure situation referred to in paragraph 1 also includes – but is not limited to – a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, couriers or other third parties; unexpected power, electricity, internet, computer and telecommunications outages; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation arises as a result of which EF Sport Fotografie cannot fulfil one or more obligations towards the client, those obligations are suspended until EF Sport Fotografie is able to fulfil them again.
4. From the moment a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.
5. In a force majeure situation, EF Sport Fotografie owes no compensation whatsoever, even if it benefits in any way from the force majeure situation.

Amendment of the agreement

If, after the conclusion of the agreement, it proves necessary for its performance to amend or supplement its content, parties will adjust the agreement accordingly in good time and in mutual consultation.

Amendment of the general terms and conditions

1. EF Sport Fotografie is entitled to amend or supplement these general terms and conditions.
2. Amendments of minor importance can always be made.
3. EF Sport Fotografie will, as far as possible, discuss major substantive amendments with the client in advance.
4. Consumers are entitled to terminate the agreement in the event of a material amendment of the general terms and conditions.

Transfer of rights

1. Rights of the client under an agreement between parties cannot be transferred to third parties without the prior written consent of EF Sport Fotografie.
2. This provision constitutes a stipulation with property-law effect as referred to in Article 3:83(2) BW.

Consequences of invalidity or voidability

1. If one or more provisions of these general terms and conditions prove to be void or voidable, this does not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what EF Sport Fotografie had in mind on that point when drawing up the terms and conditions.

Applicable law and competent court

1. Dutch law exclusively applies to every agreement between parties.
2. The Dutch court in the district where EF Sport Fotografie is established has exclusive jurisdiction to hear any disputes between parties, unless the law mandatorily provides otherwise.

Drawn up on 7 October 2026.