

TERMS AND CONDITIONS STUDIO KEYLIGHT

Article 0. Definitions In these general terms and conditions, the following definitions apply:

1. **Offer:** all offers made by Studio Keylight to (legal) persons with the intention of entering into an agreement.
2. **Agreement:** the contract for services between Studio Keylight and the client.
3. **Assignment:** the service or product that will be delivered by Studio Keylight.
4. **Photographer:** Representative of Studio Keylight, located in Geleen, Netherlands, Dutch Chamber of Commerce 89334078, also user of these general terms and conditions and contractor.
5. **Client:** the (legal) person or persons with whom Studio Keylight has concluded the agreement, also the acceptor of these general terms and conditions.
6. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance agreement with Studio Keylight.
7. **Cooling-off period:** the period within which the consumer can exercise his right of withdrawal.
8. **Cancellation:** termination or dissolution of the agreement.
9. **Written:** electronic communication such as e-mail, 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 lies with the Client at all times.
10. **GDPR:** General Data Protection Regulation. Privacy laws.
11. **Use:** reproduction and/or publication within the meaning of the Copyright Act 1912.
12. **CL:** Dutch copyright law of 1912.

These Terms and Conditions were last amended on 01-09-2025.

Article 1. Application These terms and conditions apply to all legal relationships between the photographer and the client, as well as to all quotations, offers and agreements. Deviations from these terms and conditions are only binding if they have been expressly accepted in writing by the Photographer. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will remain in force for the rest and the relevant provision will be replaced immediately by mutual agreement by a provision that approximates the purport of the original as much as possible. Situations that are not regulated in these terms and conditions must be assessed 'according to the spirit' of these terms and conditions.

Article 2. Offer The photographer makes an offer in the form of a digital quotation or price list. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer. Unless otherwise agreed, the offer will lose its validity 30 days after the date of sending. Quotations in offers and quotations can undergo changes due to (unforeseen) changes in the work or cost increases.

Article 3. Acceptance of the assignment The Client must explicitly accept the offer in writing or digitally. If the client fails to do so, but the photographer nevertheless carries out work, the offer will be deemed to have been accepted. The Photographer reserves the right to refuse assignments in the event of unacceptable circumstances.

Article 4. Execution of the assignment The Photographer will carry out the assignment to the best of his knowledge and ability in accordance with the requirements of good craftsmanship. The client must make the circumstances as favourable as possible for the photographer and take measures if necessary. Post-processing of images is limited to basic optimization, such as cleaning up and removing unwanted objects where possible from the photographer's insight. Extensive editing such as changing or adding elements in the photo is not part of the photographer's offer.

Article 5. Delivery The estimated delivery time for photoshoots is 14 days, starting on the day after the photoshoot has taken place, unless otherwise agreed. Digital files are password encrypted and delivered via SwissTransfer or a similar service. Photo books are only printed after written approval from the client. After the approval and receipt of the photo books, any reprints of a new design will be charged separately at the request of the client. This does not apply to reprints resulting from errors made by the printing company.

Article 6. Fee and payment If no fee has been agreed upon, the usual fee of the photographer will apply, which will be discussed in advance. Payment must be made within 14 days of the invoice date, unless otherwise agreed. In the event of late payment, the photographer has the right to suspend further work.

Article 7. Cancellation and suspension In the event of cancellation by the Client, the Photographer will charge 35% of the total price if no other arrangement can be agreed. In case of force majeure or illness of the photographer, a replacement will be arranged or an alternative date will be agreed.

Article 8. Complaints Complaints about the execution of the agreement must be submitted to Studio Keylight within 7 days after the consumer has discovered the defects. Complaints submitted to Studio Keylight will be answered within a period of 14 days from the date of receipt. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to dispute resolution.

Article 9. Copyright and use The copyright on the images taken rests with the photographer. The client receives a non-exclusive licence to use the images for private purposes. Business or commercial use without written permission is not permitted. Attribution in public use is mandatory.

Article 10. Portrait rights The Photographer reserves the right to use the works for its own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, in printed matter and exhibition material, unless otherwise agreed. The Photographer reserves the right to license the works to third parties for promotion. Objections to the publication of portraits must be notified to the photographer in writing prior to the agreement. Deviating agreements are recorded in writing.

Article 11. Liability The Photographer is not liable for any damage caused to the Client, unless there is intent or gross negligence on the part of the Photographer or his representatives. The Photographer is not liable for colour deviations on non-calibrated screens or prints that have not been supplied by the Photographer. Liability is limited to the amount of the invoice.

Article 12. Privacy and GDPR The Photographer processes personal data in accordance with the GDPR and does not share it with third parties without permission, unless required by law. Personal data is only used for communication and business operations are not shared with third parties without the explicit consent of the user.

Article 13. Cookies Cookies may be used on the photographer's website to analyze visitor behavior and improve the website experience.

Article 14. Changes to these general terms and conditions The Photographer reserves the right to amend or supplement these general terms and conditions. Changes will be communicated to the Client by the Photographer in a timely manner and in writing. If the Client does not wish to accept a proposed change, it may terminate the agreement by this date until the date on which the new general terms and conditions come into force.

Article 15. School photography and group photos

15.1 Copyright and use The copyright to the images taken rests with the photographer. The school receives a non-exclusive license to use the images for both private and business use. In the case of commercial or public use, the responsibility for complying with the GDPR lies with the school. The Photographer cannot be held liable for violation of the GDPR by the school.

15.2 Privacy protection According to the GDPR, parents/guardians must respect the privacy of other students. Distributing, in any and any form, group photos in which other students are visible, is only permitted with written permission from the parties involved and the school.

15.3 Loss of turnover Unauthorized distribution of photos can be harmful to the photographer, school and students and can result in legal action. Costs and compensation will be recovered from the offenders.

15.4 Enforcement The Photographer reserves the right to take legal action in the event of a breach of these terms and conditions, including the recovery of costs from the offenders.

Article 16. Terms and conditions additions related to the webshop

Article 16.1 Application These terms and conditions apply to every offer made by Studio Keylight and to every agreement and orders concluded between Studio Keylight and the consumer. Before the agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the distance agreement is concluded that the terms and conditions can be viewed at Studio Keylight and that they will be sent free of charge as soon as possible at the request of the consumer.

Article 16.2 Offer The offer is without obligation. Studio Keylight is entitled to change and adjust the offer. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If Studio Keylight uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind Studio Keylight. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement. Images accompanying products are a true representation of the products offered. Studio Keylight cannot guarantee that the colours displayed exactly match the real colours of the products. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer.

Article 16.3 Agreement Subject to the provisions of Article 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein. If the consumer has accepted the offer by electronic means, Studio Keylight will immediately confirm receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by Studio Keylight, the consumer can dissolve the agreement. Studio Keylight takes appropriate technical and organizational measures to secure the electronic transmission of data.

Article 16.4 Right of withdrawal When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for a period of 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative appointed in advance by the consumer and announced to Studio Keylight. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to be able to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and – if reasonably possible – in the original condition and packaging to Studio Keylight in accordance with the reasonable and clear instructions provided by Studio Keylight. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to Studio Keylight within 14 days after receipt of the product. After the consumer has indicated that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of postage. If, after the expiry of the period mentioned, the customer has not made it known that he wishes to make use of his right of withdrawal and has not returned the product to Studio Keylight, the purchase is a fact.

Article 16.5: Costs in the case of withdrawal If the consumer makes use of his right of withdrawal, the costs of return shipping will be borne by them. These costs will be refunded by Studio Keylight within 14 days after withdrawal. This is subject to the condition that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted. Refunds will be made via the same payment method used by the consumer, unless the consumer expressly authorizes another payment method. In the event of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product. The consumer cannot be held liable for depreciation of the product if Studio Keylight has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 16.6 Pricing Prices on the website can be changed by Studio Keylight at any time. Pending orders or refunds will uphold the price stated in the invoice. The prices mentioned in the range of products or services include VAT. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, Studio Keylight is not obliged to deliver the product according to the incorrect price.

Article 16.7 Conformity and Warranty Studio Keylight guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, Studio Keylight also guarantees that the product is suitable for other than normal use. Any defects or incorrectly delivered products must be reported to Studio Keylight in writing within 4 weeks of delivery. The products must be returned in the original packaging and in new condition.

Article 16.8 Delivery and execution Products are printed to order. As soon as an order and corresponding payment have been confirmed, the product will be printed and shipped. The place of delivery is the address that the consumer has made known to the company. If the delivery is delayed, or if an order cannot be carried out or can only be partially executed, the consumer will be notified as soon as possible. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation beyond the cost stated in the invoice. All delivery times are indicative. The consumer cannot derive any rights from any mentioned periods. Exceeding a time limit does not entitle the consumer to compensation. In the event of dissolution or withdrawal of an item, Studio Keylight will refund the amount paid by the consumer within 14 days after dissolution. The risk of damage and/or loss of products rests with Studio Keylight until the moment of delivery to the consumer or a representative appointed in advance and made known to Studio Keylight, unless expressly agreed otherwise.

Article 16.9 Copyright Studio Keylight and its representatives retain the copyright of the photographic works of art designed and created by them where applicable. The buyer is not allowed to change, repeat or reproduce the execution of a product, even if it concerns only a part of the product, without the express written permission of the supplier.

Article 16.10 Payment Once the payment has been confirmed by Studio Keylight, the Product will be printed at the print lab and shipped to the consumer. The consumer has the obligation to report inaccuracies in provided or stated payment details to Studio Keylight without delay. In the event of non-payment by the consumer, Studio Keylight has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 16.11 Complaints In the event of complaints, a consumer should first contact Studio Keylight. If the webshop is affiliated with the Stichting WebwinkelKeur in the Netherlands and in case of complaints that cannot be solved by mutual agreement, the consumer must turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check if this webshop has a current membership through <https://www.webwinkelkeur.nl/leden/>. If a solution is still not reached, the consumer has the option to have his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both entrepreneur and consumer agree to this binding decision. Submitting a dispute to this disputes committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). A complaint does not suspend Studio Keylight's obligations, unless Studio Keylight indicates otherwise in writing. If a complaint is found to be well-founded by Studio Keylight, Studio Keylight will replace or repair the delivered products free of charge at its option. Studio Keylight is not liable for any damage that has arisen after receiving the product. Studio Keylight cannot be held liable if damage has occurred to a work of art that is due to intent and/or gross negligence and/or culpable acts, or injudicious or improper use of the work of art by the buyer. Advertising does not suspend any obligations of the buyer.

Article 16.12 Disputes Agreements between Studio Keylight and the consumer to which these terms and conditions relate are exclusively governed by Dutch law, even if the consumer lives abroad. The Vienna Sales Convention does not apply.

Article 17. Other provisions If a provision of the agreement and/or the general terms and conditions turns out to be null and void or voidable, the other provisions and the agreement will remain in force. Dutch law applies to all legal relationships between photographer and client.

Contact details

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