



## POLAPHOTO

### TERMS AND CONDITIONS 2020

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#### 1. Definitions:

- a) In this agreement Paulina Januszewska, the owner of Polaphoto (Waversebaan 162, 3050 Oud-Heverlee), is further called the "Photographer", and a direct client is called "Client".
- b) "Photographs" are all photographic material furnished by the Photographer, whether negative, prints or any types of physical or electronic material in existence now or yet to be developed.
- c) All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the Photographer are the only ones applicable.
- d) Other Terms and Conditions proffered by the Client are specifically excluded unless agreed in writing beforehand by the Photographer.
- e) Where time is of the essence the Photographer entirely at its own discretion may accept an instruction given orally, in this event the Photographer shall accept no liability for any error in executing the order.
- f) Unless the Photographer is given prior written notice by the Client, the person placing or signing the order on behalf of the Client is deemed to be authorized to do so.

#### 2. Copyright:

The Author (Photographer) retains the entire copyright in the Photographs and Works at all times, throughout the World.

#### 3. Ownership of materials:

Title to all Photographs remains the property of the Photographer. The Client will not use the Photographs for any commercial purposes, photo contests, etc, without the Photographer's express permission in writing.

#### 4. Personal use:

No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission in writing.

#### 5. Client confidentiality:

The Photographer will keep confidential and will not disclose to any third parties or make use of information communicated to him/her in confidence for the purposes of the photography.

#### 6. Payment:

Payment due date will be clearly noted on the relevant invoice for the commissioned work. For each day of delay in payment Photographer will add 5% of due amount to the invoiced amount.

#### 7. Rejection:

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

#### 8. Cancellation:

A booking is considered firm as from the date of confirmation and prepayment fee specified in the contract.

#### 9. Photographs manipulation:

Client will not, under any circumstances, manipulate the photographs (by using Photoshop, applying filters, presets, cropping, etc.) and publish the modified images (with reference to the Photographer) on any website, social media, etc.

#### 10. Photographs use by Photographer:

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in: advertising, brochures, magazine articles, websites, social media, exhibitions sample albums etc.