



MARTINE VAN DER MOOLEN
PHOTOGRAPHER + STYLIST

MAR10E PHOTOGRAPHY

PATRIJSLAAN 35

5056JL BERKEL-ENSCHOT

THE NETHERLANDS

+31(0)648507641

INFO@MARTINEVANDERMOOLEN.NL

WWW.MARTINEVANDERMOOLEN.NL

IBAN: NL93 RABO 0160 3120 27

BIC: RABONL2U

KVK 51869373

BTW NL104155255B01

TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES FROM MAR10E PHOTOGRAPHY(MP) AND MARTINE VAN DER MOOLEN

1. Terms and Definitions:

(a) picture includes a photograph, images, videos, animations transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction;

(b) reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means;

(c) the Photographer (otherwise known as Martine van der Moolen) is the Author of the photograph or the Photographer.

(d) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party);

(e) MP administer the licensing of the works of the Photographer, Martine van der Moolen or any so called ZZP hired by MP and is a trading name of Mar10e Photography a company registered in The Netherlands;

(f) These terms and conditions represent the entirety of the agreement between MP and the Client. Any variation is only applicable when agreed in advance and in writing;



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2. Copyright and Ownership of Materials:

(a) The entire copyright in the pictures is retained by the Photographer, Martine van der Moolen at all times throughout the world and is administered by MP;

(b) Title to all photographs remains the property of the Photographer;

(c) Images can be licensed for use for a specified period. When the License to Use has expired, the images should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;

(d) The Photographer, as administered by MP, supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on MP' grant of Petition or Order for winding up being made against it, or if a Receiver is appointed, MP may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by MP and the Photographer to the Client:



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- (a) Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site;
- (b) PR and Press distribution: The right to use the pictures as described in 4(a); plus a licence for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication;
- (c) Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice;
- (d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

5. Booking and Cancellation:

(a) The Client will be required to complete a Booking Form, on receipt of the booking form, MP will send an email as confirmation. The booking will then be considered Confirmed.

(b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, MP will not accept any other work from other clients for those times and dates;

(c) As a result, once a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels a confirmed booking within 10 business days of any confirmed date, an administration fee of EURO 50,00 (Excl. VAT) will be charged; (ii) When a



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client cancels photography within less than 10 days business of any confirmed date, a fee of 20% of the booked time rate will be charged. (iii) In addition to this cancellation fee, the client will be charged for any expenses already incurred by MP.

6. Payment Terms:

(a) Our payment terms are strictly net 14 days (two weeks) unless agreed in advance and in writing;

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

(c) Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.

10. Client Confidentiality:

The Photographer and MP will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer or MP to carry out their obligations in relation to the commission.

Making Payment

Our terms are strictly net 14 days (two weeks) unless agreed in advance and in writing.

Payment by IBAN is preferred, bank details will be provided on our invoice. Berkel-Enschot , April 23th 2018