

GENERAL

- The term “visuals” is referring to photos, videos, illustrations and graphic design.
- By accepting the sent offer, the client automatically agrees on the general terms and conditions.
- Toth Photos has the right to amend information on the website, regarding prices and agreements, at all times.

OFFER

- The initial offer expires within 7 days of the sent date of the offer.
- The offer has to be accepted by the client by signing the offer with name, e-mail address and signature. Once the offer has been accepted, the assignment is binding for the client.
- Toth Photos has the right to decline the assignment, when having a valid reason, within 3 days after receiving approval of the offer by the client.

PAYMENT

- The invoice must be checked by the client on accuracy. If the client does not provide feedback on the invoice within 14 days the invoice will be charged as stated.
- Reasonable additional expenses made by Toth Photos must be covered by the client, this includes travel costs, software, rental equipment, models, additional staff. The additional expenses must be presented to the client by Toth Photos before invoicing.
- The payment must be done via bank transfer.
- The payment must be made within 30 days of the date of the invoice.
- If Toth Photos has not received the amount due within 30 days of the date of the invoice, the case will be handed over to a collection agency and the client must cover the legal collection fees additionally to the invoice.

DELIVERY

- Unless a fixed deadline is agreed upon, Toth Photos has the right to propose a reasonable deadline of the visuals.
- The client is entitled to receive one draft of the visuals, including a watermark, before the payment has been made.
- The client is allowed to provide feedback on the draft within 14 days of the delivery date.
- The client will receive the final visuals after the full payment has been done.
- Complaints regarding the visuals supplied must be reported to Toth Photos in writing as soon as possible, within a 14 days of its delivery. Toth Photos has the right to improve the rejected work within a reasonable period. In case of small changes, no additional costs apply. In case of reproducing visuals additional costs may apply.
- After the final delivery of the visuals, Toth Photos is not required to resend the visuals in case of user error by the client.

CANCELLATION

- ***Photoshoot and/or video recording***
 - The latest cancellation possibility by the client is 48 hours before the shoot. Cancellation within 48 hours before the shoot will result in 75% of the total invoice to be charged. The client must also cover the expenses incurred.
- ***Graphic design/illustrations***
 - If the client cancels the assignment any time after accepting the offer, 50% of agreed offer plus the expenses incurred will be charged.

ILLNESS/FORCE MAJEURE

- Toth Photos is not liable for the non-fulfilment or late-fulfilment of his obligations as consequences of force majeure.
- If, in the event of force majeure, Toth Photos has already partially fulfilled his obligations, or will only partially be able to fulfil his obligations, he will be entitled to invoice separately the already delivered portion of the services, including the expenses incurred, and the client will be obliged to pay this invoice.

THE VISUALS

- Toth Photos does not send the unedited original visuals.
- The client is not allowed to edit the received visuals, this also includes cropping.
- Toth Photos will at all times remain the owner of the visuals.

USAGE OF THE VISUALS

- By accepting the offer, the client agrees to that all visuals, created by Toth Photos can be shared for marketing and commercial end goals, this includes portfolio, website, social media, and possible future activities. If there are specific visuals that cannot be used, this can be discussed.
- If visuals created by Toth Photos are used on any social media channel or other online platform, Toth Photos must be tagged or referred to at all times.
- If the visuals are used on any other platform, online as well as offline, the third party must receive a written consent from Toth Photos to do so.
- The client cannot share the visuals with other parties without consent of Toth Photos.

PRIVACY

- Personal data of the client is stored after the client accepts the offer, for further communication and invoicing purposes. Personal data will in no circumstances be shared with other parties.



Krisztián Toth,
Leiden, The Netherlands
2022