

1. Definitions

In these General Terms and Conditions, the following terms shall have the meanings set out below:

General Terms and Conditions: these General Terms and Conditions of DuPho.

Aw: the Dutch Copyright Act (Auteurswet 1912).

Photographer: the user of these general terms and conditions within the meaning of art. 6:231 BW.

Photographic Work/Work: the photographic work created by the Photographer, as referred to in art. 10(1)(9) Aw, or other works within the meaning of the Aw which can be equated with such photographic works.

Use: reproduction and/or publication of the Photographic Work within the meaning of art. 1 jo. 12 and 13 Aw.

Licence: the right to Use the Photographic Work.

Assignment: an agreement for services within the meaning of art. 7:400 BW, concluded between the Client as principal and the Photographer as contractor.

Client: the other party within the meaning of art. 6:231 BW, being the contracting party of the Photographer.

Wherever the masculine form is used in these general terms and conditions, the feminine form shall be deemed to be included.

2. Applicability

These General Terms and Conditions apply to all legal relationships between the Photographer and the Client, including quotations, assignment confirmations and oral or written agreements, also after termination of an agreement, unless the parties have deviated from these terms and conditions in writing and expressly. The applicability of any general terms and conditions of the Client is expressly rejected.

3. Fee

3.1 If the parties have not agreed on a fee, the Photographer shall determine the fee unilaterally and in accordance with reasonableness and fairness, taking into account the work performed, the scope and extent of the Use of the Work desired by the Client.

3.2 Necessary costs and/or additional work must be reimbursed by the Client.

4. Invoicing and payment

4.1 Payment must be made within 14 days of the invoice date.

4.2 If the Photographer has not received the amount due within the period specified in 4.1, the Client will be in breach and therefore liable for interest at the statutory rate plus 2%.

4.3 If the Client is in breach of any of its obligations under the agreement, including any infringement of copyright, the Client will be liable for all judicial and extra-judicial costs incurred by the Photographer when acquiring payment.

4.4 All Use of the Photographic Work, in any shape or form, is prohibited until the Client has paid any of the Photographer's invoices which might be outstanding.

5. Assignment

5.1 The Client shall notify the Photographer in writing of any specific wishes relevant to the performance of the Assignment, and shall do so in good time before the assignment commences.

5.2 The Photographer shall carry out the Assignment according to its own technical and creative judgement, while endeavouring to accommodate the specific wishes of the Client referred to in the preceding paragraph.

5.3 The Assignment shall at all times be regarded as an obligation of best efforts (inspanningsverbintenis), not an obligation to achieve a result (resultaatsverbintenis).

5.4 Changes to the assignment by the Client for whatever reason, are for the account of the Client and will only be implemented by the Photographer after a separate offer for the additional costs has been signed as approved by the Client and returned to the Photographer.

5.5 In the event of cancellation of an Assignment by the Client, at any time and for whatever reason, the Photographer shall be entitled to the agreed fee, unless otherwise agreed.

5.6 In the event of cancellation by a private Client not acting in the exercise of a profession or business, that Client shall owe the Photographer the costs already incurred and the work already performed.

6. Force majeure

6.1 The Photographer shall not be liable for any failure, or failure in time, to fulfil its obligations as a result of force majeure.

6.2 Force majeure shall be understood to mean, in addition to what is understood by that term in law and case law, any cause originating from outside, whether foreseen or unforeseen, over which the Photographer has no influence and as a result of which the Photographer is unable to fulfil its obligations, including but not limited to illness and temporary or permanent incapacity for work, traffic congestion and delays, fire and theft.

6.3 Force majeure shall also be understood to include technical defects, including but not limited to disruptions at hosting providers, power outages or the failure of third-party software, insofar as these occur despite demonstrably careful technical maintenance and adequate precautionary measures.

6.4 In the event of force majeure, the Photographer shall have the right, in consultation with the Client, to be replaced by a fellow photographer. This substitute shall be designated by the Photographer.

7. Copyright

The copyright of the Photographic Works is owned by the Photographer.

8. Use of the work

8.1 Permission for Use of a Photographic Work by the Client will be granted exclusively in writing and in advance, in the form of a Licence, of which the nature and scope is described by the Photographer in the quotation and/or the confirmation of the assignment and/or the relevant invoice.

8.2 If the scope of the Licence is not specified, it shall be deemed to comprise no more than the right to single use, in unaltered form, for the purpose, print run, duration and manner as the parties intended when entering into the agreement, in accordance with the Photographer's understanding thereof.

8.3 An exclusive Licence shall not affect the Photographer's right to use the work for its own portfolio and promotional publications for the benefit of its own practice.

8.4 The Client is not permitted to transfer the Licence described in this article to third parties, except with the prior written consent of the Photographer.

8.5 Unless otherwise agreed, the Client is not authorised to grant sub-licences to third parties.

9. Copyright infringement

9.1 Any Use of a Photographic Work that has not been agreed shall constitute an infringement of the Photographer's copyright.

9.2 Making the Photographic Work available to third parties for any purpose whatsoever, without the Photographer's consent, shall be equated with Use within the meaning of this article.

9.3 In the event of infringement, the Photographer shall be entitled to compensation equal to three times the licence fee customarily charged by the Photographer for such use, without prejudice to the Photographer's right to compensation for any other damage suffered, including the right to compensation for all direct and indirect damage and all actual judicial and extrajudicial costs incurred.

10. Attribution and Moral Rights

10.1 The Photographer's name must be clearly credited with every Use of the Work.

10.2 The Client shall observe the Photographer's moral rights in accordance with art. 25(1) Aw with every Use.

10.3 For every infringement of moral rights, including the right to be named, the Client shall owe compensation of at least 100% of the licence fee customarily charged by the Photographer, without prejudice to the right to compensation for any other damage suffered, including the right to compensation for all direct and indirect damage and all actual judicial and extrajudicial costs incurred.

11. Liability

11.1 Without prejudice to the provisions of art. 6, the Photographer's liability is limited to the amount actually paid out under the Photographer's insurance.

11.2 If and insofar as the damage is not insured or not covered, for whatever reason, the Photographer's liability shall be limited to compensation for direct damage up to a maximum of the amount of the Photographer's invoice relating to the service in connection with which the damage arose.

11.3 Without prejudice to the provisions of the two preceding paragraphs, in all other cases the Photographer's liability shall be limited to an amount of €10,000 (ten thousand euros).

11.4 The limitations of liability contained in this article shall also apply for the benefit of third parties engaged by the Photographer in performing the Assignment, but shall not apply in the event of intent or gross negligence on the part of the Photographer.

11.5 The Photographer shall not be liable towards the Client for claims by third parties, including fines, arising from the Use of the Work, unless there is gross negligence or intent on the part of the Photographer. The Client shall indemnify and hold the Photographer harmless in this regard.

12. Artificial Intelligence

12.1 The Client is not permitted to use the Photographic Work as input for an AI application.

12.2 The Client is not permitted to generate image(s) by means of an AI application using prompts that include the Photographer's name, works or style.

13. Bankruptcy/suspension of payment

13.1 Both the Photographer and the Client shall have the right to dissolve the agreement with immediate effect, without retroactive effect, if the other party is granted a suspension of payment or is declared bankrupt, without prejudice to the obligation to pay for services already performed and invoices already due.

13.2 In the event of the Client's bankruptcy, the Photographer shall furthermore have the right to terminate the granted Licence with immediate effect, but not retroactively.

14. Complaints, forfeiture of rights

14.1 Complaints about the work performed or the Work delivered must be reported to the Photographer in writing, with reasons, within 14 days of delivery, or within 14 days after the defect was reasonably discoverable.

14.2 Insofar as performance is not permanently impossible, the Photographer shall have the right to remedy the complaints referred to in the preceding paragraph within a reasonable period.

14.3 Failure to report in time shall result in the forfeiture of any claim by the Client in that respect, regardless of whether the Client has suffered any disadvantage as a result. Claims arising from a complaint reported in time must be brought before the court within one year of the complaint, failing which they shall lapse.

15. Choice of law and forum

15.1 All matters to which these General Terms and Conditions apply shall be governed by Dutch law.

15.2 Disputes between the Photographer and the Client shall be submitted to the competent court in the Netherlands.

DuPho. | Dutch Professional Photographers
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These General Terms and Conditions have been filed with the District Court of Amsterdam under filing number: 28/2026