

Terms & Conditions

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Dennis Benschop Visuals
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1. AGREEMENT TO TERMS

By engaging the services of Dennis Benschop Visuals - whether via email, WhatsApp, phone, or any other means - the client confirms they have read, understood, and agreed to these Terms & Conditions in full. These terms apply to all photography services provided by Dennis Benschop Visuals.

2. SERVICES

Dennis Benschop Visuals provides professional photography services across automotive, motorsport, and sport disciplines. The scope of each shoot - including location, duration, deliverables, and the number of final images - will be agreed upon prior to the session. Any significant changes to the agreed scope may be subject to revised pricing.

3. BOOKINGS & PAYMENT

A booking is confirmed upon agreement of the shoot details and these terms, communicated via email, WhatsApp, or phone. No deposit is required to secure a booking. Full payment is due within 30 days of the invoice date, in accordance with Dutch law. Invoices not settled within this period will be subject to a late payment fee of 2% per day on the outstanding balance.

4. CANCELLATIONS & RESCHEDULING

Cancellations are subject to the following fees based on notice given before the scheduled session date:

- More than 4 weeks' notice - no charge.
- 4 weeks or less - 50% of the agreed fee.
- 2 weeks or less - 75% of the agreed fee.
- 7 days or less - 100% of the agreed fee.

Rescheduling requests made more than 4 weeks before the session will be accommodated where possible at no additional cost, subject to availability. Requests made within 4 weeks of the session are treated as a cancellation and rebooked as a new session.

5. DELIVERY & TURNAROUND

Edited images will be delivered via an online gallery within a timeframe agreed prior to the shoot. Typically, event shoots are turned around within 3 working days. The online gallery will remain accessible for 3 months from the delivery date. After this period, it is the client's responsibility to ensure all images are saved and stored safely. Dennis Benschop Visuals cannot be held responsible for images lost after the gallery has expired.

Files are provided in high-resolution JPEG format unless otherwise arranged. Raw files are not included in standard delivery and are not available for purchase.

6. **COPYRIGHT & USAGE RIGHTS**

All images produced by Dennis Benschop Visuals remain the intellectual property of Dennis Benschop. Upon receipt of full payment, the client is granted a non-exclusive licence to use the images for personal, non-commercial purposes unless otherwise agreed in writing.

Images may not be altered, cropped, or edited without prior permission. They may not be distributed to third parties, shared unedited, or used in conjunction with artificial intelligence tools or AI training datasets without explicit written consent from the Photographer.

Non-compliance with any of these conditions, or unwillingness to correct credits, will result in a penalty of €500.

7. **PORTFOLIO & MARKETING USE**

Dennis Benschop Visuals reserves the right to use images from any shoot for portfolio, website, and social media purposes, unless the client requests otherwise in writing prior to the shoot. Confidential or commercially sensitive projects will be discussed with the Photographer prior to the shoot.

8. **LIABILITY**

Dennis Benschop Visuals will take all reasonable care during a shoot. However, no liability is accepted for loss or damage arising from circumstances beyond the photographer's control, including but not limited to adverse weather, equipment failure, or venue restrictions. In the unlikely event of failure to deliver agreed services, liability is limited to the value of the fees paid.

9. **GOVERNING LAW**

These Terms & Conditions are governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the Dutch courts.

10. **SOCIAL MEDIA & IMAGE CREDIT**

Clients are required to credit @dennis.benschop in any social media posts featuring images taken by the Photographer. Failure to provide appropriate credit constitutes a breach of the licence granted under these terms.

All images remain under copyright. Where an image is intended for commercial use, or is used without the appropriate credit, a buyout of the image licence is required. Buyout fees start at €150 and can vary based on the intended use, the duration and the scope - including publication type and distribution reach.

11. **CONTACT**

For any questions regarding these Terms & Conditions, please get in touch via info@dennisbenschop.com.
