

Gijs Dijkgraaf Photography Terms and conditions



date 01-01-2024

These Terms and Conditions (“Terms”) are applicable to all “paid of service” clients of Gijs Dijkgraaf Photography (Gijs)

Photo Shoot Site Policy:

Once on-site, if Gijs cannot adequately shoot the property due to reasons beyond their control (such as, but not limited to: unable to gain access to the property, excessive clutter and mess, unrestrained animals, Client not present on site, construction, etc.) the Client will be charged the full fee of the shoot. Gijs is not responsible for any onsite staging, decluttering, cleaning, or landscaping. **The house/property must be ready to be photographed when Gijs arrives on site.**

Photography Processing, Delivery, and Archive:

Gijs typically has a goal of delivery time of 3 business days after the shoot. Gijs will do its utmost effort to make this timeline. Gijs will not be liable for any costs made caused by a late delivery. All final images will be provided in a direct download and/or “we transfer” link. All images will be archived and available to the Client for up to one year after the first release. After this year, Gijs cannot make any guarantees of photo retrieval.

Travel Fee:

Gijs does not charge a travel fee. Gijs will have the right to decline an order if it is outside the geographical range of my region.

Pricing Quote:

All verbal or written quotations are estimates based on the information provided by the client. Additional charges may apply based on observation of the property once Gijs is on site. The immediate surroundings (plot) are always included in the photography.

Payment:

Full payment is required after 7 days of the delivery of the final images. An invoice will be emailed to the Client once the date and time of scheduling is finalized. The Client may choose to pay the full amount at any time before the delivery of images. In the unlikely event that the Client fails to pay for the images; Gijs will remind the Client via email or phone and retain the images up to 30 days.

Seeze Promise:

It is our goal to ensure that every Client is completely happy with their final delivered photography. Gijs will make every effort to ensure that the house/property is portrayed in a realistic manner. Furthermore, Gijs promises that all images are edited to the best of his ability. If the final images do not meet the realistic expectations of the Client, Gijs will work with the Client to make corrections to

the images. Re-Editing will be done by Gijs at no additional charge. If the images cannot be corrected by reediting; the client must provide a written description of dissatisfaction for each image. Gijs will return to the house/property, with no additional charge to the Client. Photography style is different for everyone. Please be sure that the Gijs his "style" of photography matches your expectations. There will be no refunds issued or rescheduling of the original shoot due to unrealistic or unmet expectations out of the scope of what Gijs advertises on the website.

Cancellation and Reschedule Policy:

By booking Gijs and scheduling a time and date, the Client affirms that the house/property is "ready" to be photographed. If the photo shoot is canceled for any reason, 24 hours before the scheduled date, the Client will be charged 50,- to reschedule. Every effort will be made, by Seeze, to reschedule and re-shoot within 72 hrs. of the original shoot. A cancellation by the Client within 24 hrs. of the scheduled service will result in a 75,- cancellation fee. Any cancellation within 2 hrs. of the scheduled service will be subject to a 100%, of service fee, cancellation charge. Any cancellation due to unforeseen circumstances, extreme weather, or (acts of the Universe) may be rescheduled at no additional change. Gijs will make a new appointment within 7 days.

Late arrival of Client:

Make sure the property is ready to be photographed and you are on time to let Gijs in. If the client is more than 15 minutes late, Gijs has the right to cancel the appointment

Intellectual Property Rights Ownership

Gijs retains all intellectual property rights, including but not limited to copyright, in all images, video and photographs.

Real Estate and Vacation Rental Licensing and Usage

Gijs grants Client an exclusive, royalty-free licence to use and display Works produced for and released to Client by Gijs (the "Licensed Works") solely for the following purposes:

Promotion of the house/property to which the Licensed Works relate (the "Property") only for the duration that the Property is first offered for sale or rent by Client. The Client's right to use the Licensed Works for the promotion or sale of Property shall automatically terminate on the date of the first rental or sale of the Property, as applicable, unless a different term is agreed in writing between the parties. The Customer's right to use the Licensed Works to promote a holiday property shall automatically terminate on the date on which the property changes manager or is removed from the rental market, unless another term is agreed.

Works are restricted to the client therefore Works cannot be re-sold or gifted to interested third parties.

The License is not transferable or assignable by Client to any other entity without written permission from Gijs. Client agrees not to sell or transfer any Works to any third party at any time; provided, however, Client may transfer the Works to online real estate platforms (e.g., Idealista, etc.) solely for purposes of using the Works in the listing of the Property. All Licensed Works relating to expired, withdrawn, or canceled real estate listings are non-transferable to another broker/agent or any other entity.

If Client is contacted regarding the use of display of any Licensed Works in such a publication, Client agrees to promptly contact Gijs with sufficient time for Gijs to negotiate a license for such display or use at Gijs option.

Gijs reserves the right to refuse service and deny booking with anyone at any time, without exception or explanation. Gijs may terminate the relationship with Client without cause at any time by giving written notice to Client, provided Gijs has met their obligation to deliver final images, as promised. Gijs may terminate the License without cause at any time by giving written notice to Client, provided Client has completed the first sale or rental of the Property for which the Licensed Works may be used and Client is not in breach of the License. Gijs may terminate the License immediately upon written notice if Client is in breach of the License.

Right of Refusal and Termination

Gijs reserves the right to refuse service and deny booking with anyone at any time, without exception or explanation. Gijs may terminate the relationship with Client without cause at any time by giving written notice to Client, provided Gijs has met their obligation to deliver final images, as promised. Gijs may terminate the License without cause at any time by giving written notice to Client, provided Client has completed the first sale or rental of the Property for which the Licensed Works may be used and Client is not in breach of the License. Gijs may terminate the License immediately upon written notice if Client is in breach of the License.

Agree to Terms and Conditions

The Client agrees to these Terms by hiring Gijs for their services. Client acknowledges that such an agreement and these Terms constitute a binding contract between Client and Gijs. Furthermore, Client agrees that Client has read and fully comprehends the Terms before scheduling services with Gijs.

Gijs retains the right to change the above Terms and Conditions at any time and will update the Effective Date upon making any such changes.