

# Terms and Conditions

## 00. Service provider details

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## 01. Applicability

These terms and conditions apply to all quotations, agreements and services provided by the service provider, unless expressly agreed otherwise in writing. Acceptance of a quotation or assignment implies acceptance of these terms and conditions.

## 02. Formation of the agreement

The agreement is concluded upon written confirmation of the quotation by the client (confirmation by e-mail is sufficient).

## 03. Performance of the assignment – best efforts obligation

The service provider undertakes a best efforts obligation and performs the assignment to the best of their ability and professional judgment.

### 3.1 Live illustrations at events

The number of illustrations produced depends on various factors, including the duration of the event, practical circumstances, interaction with participants and unforeseen organisational factors. No guarantee can be given regarding an exact number of illustrations.

If not all illustrations can be completed during the event, the service provider will complete the unfinished illustrations afterwards and deliver them (digitally or printed) to the client or participants within a reasonable timeframe. The exact method of delivery will be determined in mutual agreement.

### 3.2 Studio work

The client must provide sufficiently high-quality visual material. The service provider cannot be held liable for quality loss or interpretation differences resulting from blurry, unclear or incomplete photos. Revision rounds are included only if explicitly agreed upon.

#### **04. Practical organisation and safety (on-site assignments)**

The client is responsible for providing a safe and suitable working environment, adequate lighting and workspace, organisation and supervision of participants (and their animals, if applicable), and compliance with applicable safety and welfare regulations.

The service provider cannot be held liable for damages, accidents or incidents caused by participants or their animals, except in cases of intent or gross negligence.

#### **05. Cancellation by the client**

##### 05.1 Live on-site assignments

Cancellation up to 14 days before the event: free of charge

Cancellation between 14 and 7 days before the event: 50% of the quoted amount

Cancellation less than 7 days before the event: 100% of the quoted amount

##### 05.2 Studio work

In case of cancellation after confirmation of the assignment:

If the work has not yet started: no cost

If the work has already started: compensation for the hours already worked or a minimum of 50% of the quoted amount

#### **06. Force majeure**

In the event of force majeure (such as illness, technical failures, power outages or unforeseen circumstances), the service provider cannot be held liable for damages.

Where possible, a new date will be agreed upon in mutual consultation.

#### **07. Intellectual property**

##### 07.1 Rights to illustrations created by the service provider

All intellectual property rights to the illustrations remain exclusively with the service provider.

The client and participants receive a non-exclusive, non-transferable right of use for private purposes.

Commercial use, reproduction or distribution is not permitted without prior written consent from the service provider.

##### 07.2 Client-provided materials and third-party rights

If the client provides photos or other visual material for the execution of the assignment, the client declares and guarantees that they possess all necessary rights and permissions for their use.

The client fully indemnifies the service provider against any third-party claims related to copyright infringement, portrait rights or other rights resulting from the use of the provided material.

The service provider is not obliged to independently verify whether the client holds the required rights.

This consent is given voluntarily, may be withdrawn at any time, and is requested separately.

## **08. Photos, illustrations & privacy (GDPR)**

### 08.1 Use for execution of the assignment

Personal data and visual material are used exclusively for the execution of the agreed assignment. Processing is limited to what is necessary for the creation and delivery of the illustrations.

### 08.2 Use of illustrations created by the service provider for promotional purposes (opt-out)

Illustrations created by the service provider may be used for promotional purposes, such as publication on a website, social media, portfolio, printed materials or exhibitions, unless recognizable persons or the client object in writing at the time of confirming the assignment or at any later moment.

### 08.3 Use of client-provided photos or materials for promotional purposes (opt-out)

Photos or other materials provided by the client may be used by the service provider for promotional purposes, such as publication on a website, social media or portfolio, unless the client objects in writing (opt-out) at the time of confirming the assignment or at a later moment.

The service provider always handles the provided photos with care and respects the privacy of those involved.

## **09. Payment**

### 09.1 Events and large assignments

Invoices are payable within 14 calendar days from the invoice date, unless otherwise stated on the invoice.

All amounts are exempt from VAT in accordance with Article 56bis of the Belgian VAT Code.

In case of late payment, statutory interest will automatically apply without prior notice of default, as well as a fixed compensation of 10% of the outstanding amount, with a minimum of €50.

### 09.2 Studio work and individual illustrations

For small assignments, full payment is required before delivery of the final illustration.

The service provider first provides a preview version for review (low resolution or with watermark).

The final illustration in high resolution or without watermark is delivered after full payment has been received.

## **10. Applicable Law and Competent Courts**

These terms and conditions are governed exclusively by Belgian law.

In case of disputes, only the courts of the judicial district of the service provider's place of residence shall have jurisdiction.