

General Terms and Conditions

Article 1. Definitions

For the purposes of these terms and conditions:

1. **Trader:** the natural or legal person who offers products, (access to) digital content and/or services at a distance to consumers;
 - Laura Hospes Photography;
 - Tel: 0622695449 (available from 09:00 tot 17:00);
 - E-mail: info@laurahospes.com;
 - Website: www.laurahospes.com;
 - KvK: 58061061;
 - Place of business: Crailoseweg 116A-directie ruimte, 1272EX Huizen (The Netherlands);
 - BTW-nr: NL002311763B27.
2. **Buyer:** in this agreement referred to as the 'Buyer'; the natural person, not acting in the course of a profession or business, who enters into an agreement and/or distance contract with the Trader;
3. **Consumer:** see 'Buyer';
4. **Agreement:** the agreement concluded between the Trader and the Consumer, including the Distance Contract;
5. **Distance Contract:** the Agreement which is concluded outside the Trader's sales premises by means of an organized system (e.g. a webshop) with the aim of making it possible to sell products, digital content and/or services at a distance;
6. **Ancillary contract:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the Trader or by a third party on the basis of an agreement between that third party and the Trader;
7. **Withdrawal period:** the period within which the consumer may exercise his right of withdrawal;
8. **Day:** calendar day;
9. **Digital content:** data produced and delivered in digital form;
10. **Continuing performance contract:** an agreement for the regular supply of goods, services and/or digital content during a certain period of time;
11. **Durable medium:** any tool – including e-mail – that enables the Consumer or Trader to store information addressed to him personally in a way that allows for future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
12. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the withdrawal period.
13. **Model withdrawal form:** the European model withdrawal form used for withdrawal;
14. **Means of distance communication:** means that can be used for the conclusion of an agreement, without the Consumer and the Trader having to be in the same room at the same time;
15. **Terms and conditions:** the present terms and conditions of sale and delivery.

Article 2. The Agreement

1. These Terms and Conditions always apply to all offers made by the Trader and to any Agreement concluded, including a Distance Contract between the Trader and the Consumer.

2. In the event of a written offer or written order confirmation from the Trader, this offer or order confirmation shall be deemed to reflect the entire Agreement and shall replace all prior written and verbal agreements, statements and/or conduct by the parties. Changes to/additions to the text of the offer or order confirmation only form part of the Agreement if this is explicitly acknowledged by the Trader in writing, whereby in the event of any inconsistency the text of the offer or order confirmation shall prevail.
3. The Trader reserves the right to unilaterally amend these Terms and Conditions to the extent that the performance to be provided by the Trader as a result of this amendment does not materially deviate from the performance promised. The Consumer will be deemed to have accepted the amendments in question if the Trader has not received a written objection from the Consumer within 14 Days of the written notification of the amendment.
4. Offers made by the Trader shall have a limited validity of 10 working days, unless otherwise indicated in writing. The Trader has the right to revoke an offer accepted by the Consumer within two working days of receipt of acceptance thereof. The Consumer cannot derive any rights from information on offers, leaflets, advertising materials or the Trader's website.
5. If, for any reason whatsoever, any provision of these general terms and conditions is not valid, the other provisions will remain in force and the parties will negotiate the content of the new provision, which provision comes as close as possible to the purport of the original provision.

Article 3. The Performance

1. If no specific standards or regulations have been agreed upon, the Trader shall deliver in accordance with what the Trader could reasonably assume.
2. The goods offered by the Trader have those characteristics that the Trader has made known with regard to the goods. The Trader does not guarantee that the goods are suitable for the purpose the Consumer wishes to use them, not even if this purpose has been made known to the Trader. The goods may deviate slightly from any samples, models or illustrations that the Trader has made available or provided to the Consumer.

Article 4. Price and payment

1. Unless otherwise agreed, prices are inclusive of VAT and exclusive of transport and packaging.
2. Price increases resulting from additions and/or changes to the order and/or specifications of the goods to be delivered at the oral or written request of the Consumer are entirely at the expense of the consumer.
3. All costs resulting from circumstances that the Trader did not reasonably have to take into account when entering into the Agreement shall be borne by the Consumer.

Article 5. Quality and complaints

1. Immediately upon delivery (in any cases within two (2) months of receipt), the Consumer must check the delivered goods for quantities, quality, visible damage, properties or defects and report this to the Trader in writing or by email, stating the order and/or invoice number and sending (a copy of) the waybill. After the expiry of the period, the goods shall be deemed to comply with the Agreement.
2. The Consumer can no longer invoke defects other than those referred to in the previous paragraph if he has not complained to the Trader in writing within two (2) months after he has discovered the defect or should reasonably have discovered it.
3. If the Consumer processes the goods in whole or in part or has them processed, the Consumer has approved the goods. In that case, all liability of the Trader will lapse.

Article 6. Delivery, delivery periods

1. A delivery period agreed upon by the parties commences after the Trader has received all information necessary for the delivery and, if agreed, has received a (pre)payment from the Consumer.
2. An agreed delivery period can under no circumstances be regarded as a final deadline. In the event that the Trader fails to meet the delivery deadline or fails to meet it on time, the Consumer shall declare the Trader in default in writing and offer the Trader the opportunity to meet its obligations within a reasonable period in time.
3. Products ordered by the Consumer shall be delivered no later than thirty (30) days after the Trader has accepted the order unless otherwise agreed. If delivery within this period is impossible, the Trader will inform the Consumer of this as soon as possible. In that case, the Consumer has the option of reclaiming any advance payment for the order within seven (7) days of receiving the notification. In such case, the Trader shall refund the advance payment to the Consumer within thirty (30) days.
4. The Trader shall be entitled to deliver in parts, whereby each partial delivery may be invoiced separately.
5. The risk for the products to be delivered shall pass from the Trader to the Consumer at the time of delivery.

Home delivery

6. If the Consumer makes use of a carrier offered by the Trader for transport, delivery will take place at the moment that the Consumer, or a third party appointed by the Consumer who takes receipt of the product, or at least a third party who takes receipt of the product on behalf of the Consumer, with the exception of the carrier, received the product.
7. In the case of paragraph 6, the transport of the products is at the risk of the Trader and at the expense of the Consumer.

Own carrier

8. If the Consumer uses a carrier for transport, other than a mode of transport offered by the Trader, delivery shall take place when the carrier takes receipt of the product.
9. In the case of paragraph 8, the transport of the products is at the risk and expense of the Consumer.

Article 7. Right of Withdrawal for the Consumer under Distance Contracts

For products:

1. The Consumer may dissolve the Distance Contract within the Withdrawal Period.
2. The Consumer communicates the dissolution of the Distance Contract to the Trader by means of the Model Withdrawal Form or in another unambiguous manner.
3. The Withdrawal Period is fourteen (14) days.
4. Day of receipt is the day on which the Consumer, or a third party designated by the Consumer to take delivery of the product, or at least a third party taking delivery of the product on behalf of the Consumer, with the exception of the carrier, has received the product (hereinafter: Day of receipt)
5. The Withdrawal Period mentioned in paragraph 3 shall commence:
 - a. the Day after the Day of receipt;
 - b. in the case that the Consumer has ordered several products in one (1) order, the Day of receipt of the last product;
 - c. in the event that the Consumer's order contains a product that will be delivered in multiple shipments or that consists of multiple parts, the Day of receipt of the last shipment or the last part;
 - d. in case of regular delivery of products during a certain period of time, the Day of receipt of the first product.

For services and digital content:

6. The Consumer may dissolve the Distance Contract in accordance with paragraphs 1 and 3 of this article if the Distance Contract relates to the supply of a service or digital content which is not supplied on a tangible medium and the Consumer has not given express prior consent and has thereby waived his right to terminate.
 - a. In the case of paragraph 6, the Withdrawal Period referred to in paragraph 3 commences on the day on which the Distance Contract is concluded.
 - b. If the Trader has not provided the legally required information about the right of withdrawal or the Model Withdrawal Form described in Paragraph 6, the Withdrawal Period will end fourteen (14) days after he has done so.
 - c. If the Trader has not provided the legally required information about the right of withdrawal or the Model Withdrawal Form for an agreement as described in paragraph 5, the Withdrawal Period will in any case end twelve (12) months after the Withdrawal Period mentioned in sub a. above.

Obligations Consumer

7. During the Withdrawal Period, the Consumer may unpack or use the product for the purpose of determining the nature, characteristics and functioning of the product in a way that he would do as well in a shop. The Consumer shall handle the product and its packaging with care and shall limit the unpacking or use of the product to a minimum that is reasonably necessary in view of the purpose stated in this paragraph.
8. The Consumer is liable for the reduction of value that occurs as a result of unpacking or use that exceeds the provisions of paragraph 7.
9. If the Trader did not provide the Consumer with all legally required information regarding the right of withdrawal before or when concluding the Distance Contract, the Consumer will not be liable for the reduction in value referred to in paragraph 7.
10. The Consumer will send the product, including all accessories, in its – as far as reasonably possible – original condition.
11. The Consumer shall bear the costs of the return shipment.
12. The burden of proof regarding the provisions in paragraphs 7 through 11 lies with the Consumer.

Trader's obligation in the event of withdrawal:

13. If the Trader makes it possible for the Consumer to report the withdrawal electronically and the Consumer makes use of this possibility, the Trader will immediately send the Consumer an acknowledgement of receipt of this report.
14. The Trader will immediately reimburse all costs paid by the Consumer, in any event within fourteen (14) days. If the Trader offers to collect the product itself, the Trader may postpone reimbursement of the costs until the moment that it receives the product or the Consumer has demonstrated that he returned the product. If, when concluding the Distance Contract, the Consumer has opted for a method of delivery that is more expensive than the cheapest method of delivery offered by the Trader, the Trader may limit the reimbursable costs to the costs of the cheapest delivery.

Exclusion of the right of withdrawal:

15. The Trader excludes the Consumer's right of withdrawal for the following products/services by mentioning this in the offer or in any case in good time prior to the conclusion of the agreement:
 - a. Service contracts, after full performance of the service, but only if:
 - i. performance has commenced with the Consumer's express prior consent; and
 - ii. the Consumer has declared that he loses his right of withdrawal as soon as the Trader has fully performed the contract;
 - b. Package travels as referred to in Section 7:500 of the Dutch Civil Code (*Burgerlijk Wetboek*) and passenger transport contracts;

- c. Leisure contracts, if the contract provides for a specific date or period of performance thereof;
 - d. Products manufactured according to Consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific person;
 - e. Products which decay rapidly or have a short expiration date;
 - f. Products, which by their nature, have been irrevocably mixed with other products after delivery;
 - g. Sealed audio, video recording and computer software, of which the seal has been broken after delivery;
 - h. Newspapers, magazines or periodicals, with the exception of subscriptions to these;
 - i. The supply of digital content other than on a material carrier, but only if:
 - i. the execution has started with the explicit prior consent of the consumer; and
 - ii. the consumer has declared that he thereby loses his right of withdrawal
16. The Consumer only has the Right of Withdrawal referred to in this article if he has concluded a Distance Contract with the Trader.

Article 8. Continuing performance contract: duration, termination and renewal

Termination:

1. If the Agreement has been concluded for an indefinite period of time or for a definite period of time with a duration of more than 1 (one) year, both the Trader and the Consumer may terminate the Agreement in writing with due observance of a notice period of 1 (one) month. If the Agreement has not been concluded in writing, both the Trader and the Consumer may terminate the Agreement in a corresponding matter.

Renewal:

2. If the Agreement is an agreement for the regular delivery of products or services and is tacitly extended or renewed in an agreement for a definite or indefinite period of time, both the Trader and the Consumer may terminate the continued agreement at any time with due observance of a notice period of 1 (one) month.

Duration:

3. If the Agreement has a fixed term of more than one year or an indefinite term, both the Trader and the Consumer may terminate the Agreement at any time with due observance of a notice period of 1 (one) month.

Article 9. Complaints Procedure

1. Complaints about the execution of the agreement must be submitted to the Trader within a reasonable time after the consumer has discovered the defects, complete and clearly described.
2. Complaints submitted to the Trader will be answered within a period of 14 Days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Trader will respond within the period of 14 Days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
3. The consumer should give the Trader at least 4 weeks to solve the complaint in mutual consultation. After this period, a dispute arises that is subject to dispute resolution.

Article 10. Applicable law and disputes

1. The Agreement shall be governed solely by Dutch Law.
2. Only the court with jurisdiction in the municipality where the Trader has its registered office is competent. If another court has jurisdiction in the municipality where the Consumer resides, this court will have joint jurisdiction.

Annex I: Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw)

- To: **Laura Hospes Photography**
Crailoseweg 116A-directie ruimte, 1272EX Huizen, The Netherlands
+316 226 95 449
info@laurahospes.com

- I/We* hereby give notice that I/we* withdraw from our agreement concerning
the sale of the following products: [specification of product name]*
the provision of the following digital content: [specification of digital content]*
the provision of the following service: [specification of service]*

- Ordered on*/received on* [date of order in case of services or receipt in case of products]

- [Consumer(s) name]

- [Consumer address(es)]

- [Consumer(s)' signature] (only if this form is submitted on paper)

* Strike out what does not apply or fill in what is applicable.