

GENERAL TERMS AND CONDITIONS (T&Cs)

Effective as of October 2025

1. Scope

These General Terms and Conditions apply to all assignments, offers, and services provided by Maren Uhlenhaut Photo & Film (hereinafter referred to as the 'Contractor'). Any conflicting terms and conditions of the Client shall not apply unless explicitly agreed in writing. These T&Cs also apply to future contracts between the same parties.

2. Contract Formation

The contract is concluded once the Client confirms the offer in writing or transfers the agreed deposit. The booking is considered binding only after the deposit has been received. Offers are non-binding until confirmed.

3. Contractor's Services

The Contractor reserves full artistic and technical discretion in the creation and editing of photographs and videos. Complaints regarding artistic style, color grading, or composition will not be accepted. The Client acknowledges that the Contractor's style may differ slightly from previous works. The Contractor will deliver edited JPG files only; RAW files are never released. The Contractor is not obliged to provide a specific number of photographs unless explicitly stated. Delivery of digital images will take place within six weeks after the wedding day unless otherwise agreed.

4. Client Obligations

The Client must provide all relevant information (schedules, directions, contacts, special requests) no later than 14 days before the event. The Client is solely responsible for obtaining all necessary permissions for photography and videography at the event location, including the consent of guests, officiants, or other persons depicted. The Contractor shall not be held responsible for any violations or claims from third parties arising from the Client's failure to secure such permissions. For assignments lasting six (6) hours or more, the Client must provide a private area with one table, two chairs, and power outlets, as well as appropriate food and beverages.

5. Copyright and Usage Rights

All photographs and videos remain the intellectual property of the Contractor until full payment is received. Upon full payment, the Client receives a non-exclusive, non-transferable right to use the delivered photographs and videos for private purposes only. Commercial or promotional use, resale, or editing requires prior written permission from the Contractor. The Client may not alter or apply filters to the images without consent. The Contractor retains the right to use a selection of images for promotional purposes (e.g., website, portfolio, exhibitions, social media) unless the Client objects in writing within 14 days after image delivery.

6. Fees and Payment

A deposit of € 2,000 of the total fee is due within 7 days of signing the contract. The remaining balance is due within 10 days after final delivery of the photographs. If the working time exceeds the agreed duration, additional hours will be charged at €450 per hour. Travel expenses, accommodation for two nights near the venue (if required), and additional costs (such as parking or postage) are payable by the Client.

7. Rescheduling and Cancellation

If the Client cancels the booking, all payments made are non-refundable. If the Client postpones the event more than six months in advance and the Contractor is available for the new date, the payment will be credited to the new booking, subject to current pricing. In the event of illness, accident, or circumstances beyond the Contractor's control, every effort will be made to find a suitable replacement. If no replacement can be found, the Contractor's liability is limited to a refund of all payments received, excluding travel and accommodation costs.

8. Liability

The Contractor is not liable for missing photographs due to restrictions at the venue, weather conditions, or the actions of guests or third parties. The Contractor's liability is limited to damages caused by gross negligence or willful misconduct and excludes indirect damages. The Contractor accepts no liability for force majeure (e.g., illness, flight cancellations, or equipment failure). Any claims for defects must be submitted in writing within 14 days after delivery.

9. Right of Withdrawal

The Client has the right to withdraw from this contract within fourteen (14) days of signing, without giving reasons, by notifying the Contractor in writing (e.g., by email). If performance begins during the withdrawal period at the Client's request, the right of withdrawal expires once the service has been fully rendered.

10. Applicable Law and Jurisdiction

German law shall apply. The place of performance and jurisdiction is Leipzig, Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.