

# General terms and conditions

ByFoekema Fotografie · Albert Foekema · Curaçao

## Version 8 October 2026.

These terms apply to every photoshoot you book with me.

### 1. Who

1.1 The photographer is Albert Foekema, trading as ByFoekema Fotografie, based in Jan Thiel, Curaçao.

1.2 The client is you, or the person who requests the shoot and confirms the booking.

1.3 A booking is made when the date, time, and type of shoot are agreed and I have confirmed them.

### 2. Type of shoot and price

2.1 The price depends on the type of shoot: couple, marriage proposal, family, extended family or extended reportage. The current rate is on [byfoekema.com](https://byfoekema.com).

2.2 The rate is a fixed amount. It includes planning, the session on location and editing afterwards. There is no extra fee per photo.

2.3 Travel on the island is included. There is no separate fee for the west side.

2.4 Beach or resort entrance fees are not included. You pay those on site.

2.5 The number of people sets the type of shoot. If more people join, the rate may move to the matching package. I will say so beforehand.

### 3. Deposit and payment

3.1 If the shoot is more than three weeks away, I hold the date after a deposit of \$50 or €45.

3.2 If the shoot is within three weeks, no deposit is needed. The date is held after my confirmation.

3.3 The balance, or the full amount if there was no deposit, is paid in cash in US dollars on the day, before the shoot starts, unless we agree otherwise.

3.4 Without payment the shoot does not start, and I do not deliver the photos.

### 4. Changes and cancellation

4.1 Up to 48 hours before the shoot you can move the date, if I have another day free. The deposit moves with it.

4.2 If you cancel more than 48 hours in advance, the deposit is returned or we move the date.

4.3 If you cancel within 48 hours, or you do not show up, the deposit is kept. If no deposit was paid, the agreed amount is still due.

4.4 If I have to cancel, the deposit is returned or we plan a new day at no extra cost.

### 5. The shoot

5.1 We work at one location, unless we agree otherwise in advance.

5.2 I set the pace. The times on the site are a guide, not a clock that stops the session.

5.3 Wind, sun and a shower are part of Curaçao. In a thunderstorm, or if a location is not safe, we move the shoot at no extra cost.

5.4 You make sure everyone being photographed has agreed to that. For children: the parent or caregiver who is present.

## **6. Photos**

6.1 I select the images. Failed and duplicate photos are removed. What remains is edited. You receive that series, digitally, in high resolution.

6.2 You do not receive raw files, and there is no gallery from which you pick a set number.

6.3 I deliver the series within 14 days after the shoot, once the amount has been paid. If that slips, I will tell you.

6.4 The photos are for personal use: sharing with family, prints, your own social media. Commercial use or resale only after a written agreement.

## **7. Copyright**

7.1 Copyright stays with me.

7.2 I may use the photos on my site, portfolio and social media, unless you say in writing before the shoot that you do not want that.

## **8. Liability**

8.1 I am not liable for delay caused by weather, traffic or a closed beach.

8.2 If equipment fails and I cannot deliver photos, you receive the amount paid back.

8.3 My liability is limited to the amount you paid for that shoot.

## **9. Applicable law**

9.1 These terms are governed by the law of Curaçao.

9.2 By confirming the booking, you agree to these terms.