

Terms and Conditions

Studio Lumin | Photography

Version 1 September 2026

These terms and conditions describe how Studio Lumin prepares, executes, and delivers photographic assignments. The specific agreements regarding your shoot, collection, price, and payment are set out in the quotation or booking agreement.

1. About Studio Lumin

Studio Lumin is the trade name of Pauline Vandewiele, located at Frankrijklei 123A bus 3.1, 2000 Antwerp, Belgium. Enterprise and VAT number: BE 0736.750.038. You can contact us via info@paulinevandewiele.be. The website is www.studiolumin.be. In these terms and conditions, "client" means the person or company booking the assignment. A consumer is a natural person acting outside their professional activity. Provisions applying exclusively to consumers or business clients are designated as such.

2. Applicability and Individual Agreements

These terms and conditions apply to wedding photography, private photo sessions, corporate and event photography, and the photo products ordered from Studio Lumin, provided they were delivered to and accepted by the client prior to concluding the agreement. The quotation or booking agreement states the scope of the assignment, the date or period, the duration of photography, the files or products to be delivered, the price, the permitted usage, and any special agreements. Individually agreed arrangements take precedence over these general terms and conditions. Mandatory legal rights always remain applicable. A new version on the website does not automatically modify existing bookings; the version accepted at the time of booking applies. The client receives the applicable terms in a downloadable format, such as a PDF by email.

3. Quotation and Reservation

An inquiry or introductory meeting does not in itself reserve a date. The validity period of a quotation is stated in the offer. The assignment becomes final upon written agreement by both parties and receipt of the agreed payment. Studio Lumin confirms the booking in writing. Unless agreed otherwise in advance, the date is provisionally held for three calendar days from the date the reservation invoice is sent. The payment deadline is stated on the invoice. If the agreed amount is not received on time, Studio Lumin may cancel the provisional reservation and conditional booking in writing, without any cancellation fee being due for that unpaid provisional reservation. A late payment does not automatically finalize the booking; Studio Lumin will first re-confirm availability. If the assignment can no longer be accepted, the payment will be refunded.

4. Prices and Payment

The quotation or booking agreement determines whether the full price is paid in advance or via a deposit and remaining balance. Amounts and due dates are also fixed prior to booking.

For consumers, prices are communicated inclusive of VAT and all mandatory costs calculable in advance. Quotations for business clients may state prices excluding VAT, provided this is clearly indicated. When a cost cannot be calculated exactly in advance, the method of calculation and required consent are established beforehand.

Additional hours, retouching, products, and other supplementary services will only be performed after agreement on content and price. A running over schedule does not automatically grant permission to charge additional hours.

In the case of an unpaid invoice sent to a consumer, Studio Lumin will first send a free reminder and respect the legal waiting period of at least fourteen calendar days. For electronic delivery, this period starts the day after sending; for postal delivery, on the third working day after sending. These terms do not provide for automatic fixed recovery fees or contractual default interest for consumers. Legally permitted judicial recovery remains possible.

For business clients, the applicable statutory rules regarding commercial transactions apply to late payments. Any dispute will be investigated in mutual consultation. This provision does not deprive either party of statutory rights to suspend payment or set off claims.

5. Preparation and Execution

Studio Lumin performs the assignment with the care and professional skill expected of a professional photographer. The client shall timely provide all necessary information regarding schedule, locations, contact persons, desired shots, and known restrictions, and shall communicate any changes as soon as possible.

The booked photography duration includes presence for the assignment, travel between locations, and necessary short breaks. Studio Lumin plans breaks during quiet moments wherever possible. The start time and any deviating arrangements are agreed upon in advance.

Key persons, group photos, and specific shots should preferably be discussed beforehand. Studio Lumin carefully considers the agreed arrangements. A documentary reportage is not a complete record of every guest or every moment. For commercial assignments, specific required images and technical requirements are included in the briefing.

In case of delays, unforeseen restrictions, or changes, Studio Lumin will consult with the client where possible regarding an appropriate adjustment. Extensions occur exclusively in consultation and at the pre-agreed rate.

6. Photographic Style and Post-Processing

The client chooses Studio Lumin based on her portfolio and the agreed briefing. Studio Lumin

determines the composition, lighting, selection, and post-processing based on her professional and artistic judgment, respecting the agreed assignment.

The result is partly determined by lighting, location, weather, available time, and the cooperation of participants. Inspiration photos serve purely as reference and do not guarantee an identical reproduction unless a specific result has been explicitly agreed upon.

Studio Lumin delivers a carefully selected and finished set of images. Test shots, duplicates, and other non-selected images will not be delivered. RAW files do not form part of the assignment unless explicitly agreed otherwise in advance.

The number of photos depends on the nature and course of the assignment. A fixed number only applies if included in the quotation or booking agreement. A different editing style or additional retouching can be agreed upon as extra work. Rectifying a defect in the agreed delivery does not constitute paid extra work.

7. Delivery and Online Gallery

The quotation or booking agreement specifies the delivery timeframe and method. If no other term is agreed, Studio Lumin aims for delivery within five weeks following the shoot and delivers at the latest within eight weeks. For assignments requiring earlier publication, an adjusted term is agreed in advance.

Photos are delivered digitally as finished high-resolution JPEG files via a personal online gallery, unless another format or medium is agreed. A preview is only delivered when explicitly agreed.

Studio Lumin will report any expected delay in time and discuss the reason and proposed delivery date. Any change to the ultimate delivery deadline requires the client's consent, barring cases of actual force majeure. Legal rights regarding late delivery remain applicable.

The gallery remains available for a minimum of six months after delivery. Studio Lumin keeps the final delivered files for the same period. The client must download the images in time and maintain their own backup copy. After this period, further archiving does not form part of the agreement. Share the gallery link carefully and respect the privacy of other depicted persons.

8. Albums and Other Photo Products

Size, execution, price, potential proofing rounds, shipping costs, and delivery times for albums and other products are agreed prior to ordering. Where a design is submitted for approval, the client checks the selection, layout, names, and text before production begins. Changes after approval will be discussed before incurring additional costs. Approval of a design does not affect rights regarding manufacturing defects or other flaws for which Studio Lumin is responsible.

Color and brightness rendering may differ between a screen and a print. This does not preclude claims if the product fails to conform to the agreement. Consumers' statutory conformity and warranty rights remain applicable. Risk during shipment to a consumer generally transfers upon receipt by the

consumer or a designated third party, in accordance with applicable law.

9. Copyright and Usage Rights

Copyright in the protected photographs remains with Pauline Vandewiele, unless a transfer is separately and explicitly agreed in writing. The client receives the usage rights agreed for the assignment.

Private Assignments: The client receives a permanent, non-exclusive personal right of use for the delivered images: saving, printing for personal use, and sharing with family, friends, and on personal social media accounts. Private prints may be ordered from any printer or album supplier of choice.

Business Assignments: The quotation or booking agreement defines the commercial license, including permitted channels, purposes, duration, and any exclusivity. In the absence of a specific agreement, the license covers non-exclusive use by the contracting business for its internal communications, own website, and own organic social media without time limit. Paid ad campaigns, sales, sublicenses, and usage by third-party companies require a supplementary written agreement.

For public postings, filters or drastic edits altering the photographic style are not permitted without prior consent. Technically necessary crops and format adjustments are permitted, provided they do not misrepresent the image. Deviating business editing arrangements may be established in the briefing. Photo credit or a tag of Studio Lumin is appreciated.

Any venue, wedding planner, vendor, or third party wishing to use photos for their own promotion shall be referred directly to Studio Lumin. The client's usage rights do not grant third parties an independent license. A license from Studio Lumin does not replace any required consent from recognizably depicted individuals.

10. Publication by Studio Lumin (Portfolio) and Privacy

By default, when booking an assignment, the client agrees that Studio Lumin may use selected images for her own portfolio and promotional purposes (such as publication on her website, her own social media channels, and printed marketing materials like brochures or sample albums), unless agreed otherwise in advance or explicitly specified in a requested contract or separate written agreement.

If the client expressly requests that images not be used for portfolio purposes, the client must notify Studio Lumin in writing (by email at info@paulinevandewiele.be) prior to or at the time of booking. Studio Lumin will always respect this request and confirm it in writing.

Studio Lumin selects images for her portfolio with the utmost care, discretion, and respect for the client and the context. Personal and contact data are processed exclusively for the preparation, execution, and administrative processing of the assignment, in accordance with applicable privacy legislation.

11. Final Booking, Non-Refundability, and Cancellation

Once the booking is confirmed and/or the reservation payment is received, the reservation of the agreed date is final and binding. Studio Lumin holds this date exclusively for the client and declines other inquiries for the same time slot.

Amounts already paid (both deposits and full payments) are strictly non-refundable in the event of a voluntary cancellation by the client. These payments serve to cover the reserved time, administrative preparation, and lost income caused by blocking the date.

12. Date Changes and Rescheduling

A booking applies exclusively to the specifically agreed date. A date change requested by the client is generally not possible, except in exceptional circumstances and solely with the explicit written consent of Studio Lumin.

If the client wishes to move the date due to exceptional circumstances, the client must inform Studio Lumin as soon as possible via email. Studio Lumin will make every effort to reschedule the booking to a new date, subject to her availability. If Studio Lumin is available on the new date, previously paid amounts will be transferred to the rescheduled booking.

If Studio Lumin is unavailable on the proposed new date and no suitable solution or replacement (as described in Article 13) can be agreed upon, the request to reschedule will be treated as a cancellation by the client, and Article 11 will apply.

13. Execution, Incapacity, and Use of Associate Photographers / Assistants

In principle, Pauline Vandewiele executes the reportage personally. In the event of multiple requests for the same date, a double booking, or organizational reasons, Studio Lumin may have the on-site photography performed by a professional associate photographer or regular assistant from her network (such as Yuliia). Studio Lumin will always inform the client in advance. Studio Lumin (Pauline Vandewiele) remains fully responsible for the assignment and personally handles the selection and post-processing to guarantee the signature Studio Lumin quality, style, and result.

When illness, an accident, or another serious unforeseen circumstance prevents Pauline Vandewiele or the designated photographer from executing the shoot, Studio Lumin will inform the client as soon as possible and actively search for a suitable replacement within her network. This search is an obligation of best efforts. Replacements organized by Studio Lumin are provided at no extra cost to the client. Studio Lumin remains responsible for the agreement and handles the selection and post-processing.

If execution remains impossible even with a replacement, Studio Lumin will refund all amounts paid for unperformed services within fourteen calendar days of determination. In the event of an attributable failure, any rights to compensation for demonstrable damages remain unaffected.

14. Force Majeure and Safe Execution

Force majeure is assessed under Belgian law and the concrete circumstances. It concerns an un-attributable impediment rendering execution of an obligation impossible. An unexpected event,

higher cost, or more difficult execution does not in itself constitute force majeure.

The affected party shall report the situation and consequences as soon as possible. Parties will explore reasonable adjustments, replacement, or rescheduling. In case of unsafe weather, for instance, indoor or sheltered alternatives will be considered. Only affected parts of the service will be adjusted or interrupted; other services will continue wherever possible.

In case of temporary hindrance, parties will discuss what remains meaningful and feasible, considering the importance of the scheduled date. Upon an agreed move, paid amounts will be transferred and new arrangements confirmed in writing.

If execution becomes permanently impossible, wholly or in part, and no suitable continuation is agreed, a settlement according to applicable law and a refund of amounts for unperformed services will follow. The client is not obliged to accept a substantially different assignment or later reportage as a replacement for a one-time event.

15. Exception to the Right of Withdrawal (No 14-Day Cooling-Off Period)

In accordance with Article VI.73, 11° of the Belgian Code of Economic Law (and applicable consumer protection regulations), the right of withdrawal (the statutory 14-day cooling-off period) expressly **does not apply** to the reservation of photography services scheduled for a specific date or period (such as wedding photography and scheduled photo sessions). Once the booking is concluded, it is final and no statutory cooling-off period applies.

For any separately ordered standard photo products (such as non-customized frames or prints purchased at a distance), the statutory 14-day right of withdrawal from receipt applies, unless it concerns personalized products or custom photo albums made to the client's specifications, for which the right of withdrawal is likewise legally excluded.

16. On-Location Agreements

The client shall share known location rules and restrictions in advance and assist in organizing agreed access and cooperation. Studio Lumin will point out foreseeable consequences for the shoot and will work collegially with other photographers, videographers, and content creators.

For assignments involving multiple locations, transport is agreed in advance. Where the offer states that the photographer travels with the party, the client provides a seat. Arrival, departure, overnight stays, and associated costs are fixed before booking. Unforeseen additional costs are passed on only after consent.

For long-duration reportages spanning a mealtime, an appropriate meal arrangement will be made in advance. For wedding reportages of eight hours or longer, the couple provides a proper meal on or near the venue, preferably served when guests eat, unless agreed otherwise.

Studio Lumin may temporarily interrupt work if there is a concrete danger to persons or equipment,

threats, or severe harassment. She will explain the situation where possible and seek a safe solution.

17. Care and Liability

Studio Lumin uses professional equipment and takes appropriate precautions for storing and processing image materials. In case of a technical issue, damage, or loss, she will inform the client as soon as possible and investigate recovery or another appropriate solution.

When an image could not be captured due to a location restriction, schedule change, or third-party interference, the specific cause and the photographer's reasonable options will be evaluated. This does not exclude liability for her own faults.

In case of default, statutory rules apply. Depending on circumstances, the client may claim rectification, an appropriate price reduction, termination, refund, or damages. These terms contain no general exclusion of liability for technical problems or data loss and do not limit liability that cannot be excluded by law.

18. Questions, Complaints, and Applicable Law

Questions or complaints can be sent to info@paulinevandewiele.be. Report an issue preferably as soon as it is noticed so Studio Lumin can investigate a solution.

Parties will first attempt to resolve any dispute through mutual consultation. A consumer may subsequently contact the Consumer Mediation Service (Consumentenombudsdienst) via www.consumentenombudsdienst.be. Access to the legally competent court remains available.

The agreement is governed by Belgian law. If any provision is found void or unenforceable, the remaining provisions remain valid to the extent the agreement can continue without that provision.