



terms and conditions

GENERAL TERMS AND CONDITIONS – CLIENTS & LOCATION OWNERS

ARTICLE 1: Applicability and Definitions

1. Grace Locations: The Contractor, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 69934002. Grace Locations maintains a digital database of locations that may be made available by location owners for photo shoots, film and/or video productions and events. Grace Locations assists photographers, stylists, fashion and interior brands, advertising agencies and film and television producers in finding suitable locations for photo shoots, film and/or television productions and events.

Client: A natural person or legal entity wishing to book a location in cooperation with Grace Locations for photo shoots, film and/or television productions and events.

Location Owner: A natural person or legal entity who, in cooperation with Grace Locations, is willing to make a location belonging to them available to clients of Grace Locations for photo shoots, film and/or television productions and events.

2. Unless otherwise agreed in writing, Grace Locations' General Terms and Conditions shall apply at all times to all agreements entered into between the Client and/or Location Owner and Grace Locations.

Grace Locations expressly rejects any general terms and conditions applied by the Client insofar as they deviate from these terms and conditions. Deviations from these General Terms and Conditions shall only be permitted with the written approval of Grace Locations.

If one or more provisions of these General Terms and Conditions are found to be null and void or are annulled, the remaining provisions shall remain in force. Grace Locations, the Client and the Location Owner shall then consult with one another to agree on new provisions to replace the null and void or annulled provisions, taking into account, as far as possible, the purpose and intent of the original provisions.

ARTICLE 2: Scope of Services, Fees and Working Methods of Grace Locations

Grace Locations works with both the Client and the Location Owner. In the course of providing its services, Grace Locations enters into separate agreements with each party.

The Client and the Location Owner acknowledge that Grace Locations performs work and provides services for both parties. By signing the agreement, the Client and the Location Owner give their written consent for this purpose, as referred to in Article 7:417(2) of the Dutch Civil Code (Burgerlijk Wetboek).

If it becomes apparent that the Client and the Location Owner have conflicting interests that make it impossible for Grace Locations to continue serving both parties, Grace Locations expressly reserves the right to terminate its activities unilaterally.

Grace Locations brings Clients and Location Owners together for the temporary use of locations for commercial productions, events or other purposes. In this collaboration, Grace Locations acts as an intermediary, while also fulfilling a broader role that includes substantive advice, production support, location coordination, curation and communications support.

We operate independently on behalf of both the Client and the Location Owner, always with the aim of ensuring transparent cooperation and the right match. In providing these services, Grace Locations enters into separate arrangements with both the Client and the Location Owner. Both parties are aware that Grace Locations acts in the interests of both parties and performs work for each of them.

Agency Fee

Grace Locations connects Clients and Location Owners. An agency fee is charged to both parties for this service. Our role is independent and focused on fair, direct cooperation.

The amount of the agency fee is determined per production or booking and is tailored to the nature, scope and duration of the assignment. In some cases, the fee is calculated as a percentage (for example, for daily location hire for photography or film); in other cases, it is a fixed amount per assignment. This fee is separate from the final location fee and is stated transparently in the quotation, budget or booking confirmation.

Standard Agency Fee Structure

For standard bookings, Grace Locations charges an agency fee of 20% to the Client and 20% to the Location Owner, unless otherwise agreed in writing.

Where a Location Owner refers a Client to Grace Locations directly, Grace Locations may, at its own discretion, apply a reduced fee on the Location Owner's side, generally 10% instead of 20%. This discount applies exclusively to standard bookings and may only be applied following assessment by Grace Locations. No entitlement to this discount may be derived in the case of budget requests, non-standard pricing arrangements or barter deals.

Deviating Budget Rates and Agency Fees

In the case of direct enquiries where the Client applies a budget or rate below the standard rates established by Grace Locations, any discount on the agency fee (as referred to under *Standard Agency Fee Structure*) shall not apply.

Where the standard rates are deviated from in consultation with Grace Locations and with its prior written approval, an adjusted pricing structure shall apply. This consists of:

- a) the agreed adjusted location fee; plus
- b) a fixed agency fee (intermediation fee), communicated by Grace Locations to the Location Owner in advance.

Grace Locations reserves the right to determine the amount of the agency fee at its own discretion in the case of deviating budget rates, barter arrangements or exceptional deals, depending on the nature, scope and duration of the assignment.

This provision ensures transparency, professionalism and continuity in the cooperation, so that both the Client and the Location Owner have clarity regarding rates, margins and responsibilities.

Independent Intermediation and Confidentiality

Grace Locations acts as an independent intermediary between the Client and the Location Owner. Separate arrangements and fees are established for each party, tailored to the nature and scope of the assignment.

To safeguard confidentiality and independence, Grace Locations does not disclose specific financial arrangements or internal calculations between the Client and the Location Owner to the other party. Each party receives only the information relevant to its own agreement.

This working method ensures that Grace Locations can operate independently, carefully weigh the interests involved and maintain its professional intermediary role as referred to in Article 7:417(2) of the Dutch Civil Code.

ARTICLE 3: General Fees

Grace Locations determines the fees for the non-exclusive use of a location prior to the production. A booking confirmation is prepared for each assignment. All locations are classified into fee categories. These categories form the basis for determining the applicable fees. The intended purpose of the location's use also determines the final fee. The intended use may be:

Photography:

- Editorial
- Advertorial
- Commercial
- Social media

Moving images:

- Television drama
- Corporate video
- Commercials
- Feature film
- Social media

Events

Other uses

ARTICLE 4: Special Fees and Written Consent

The Location Owner grants the Client and Grace Locations permission to create visual material in and around the location and to use the recordings and visual material. The Location Owner expressly waives any rights, whether intellectual property rights or otherwise, that they may assert in respect of these recordings or visual material. Any applicable compensation shall be deemed to be included in the usage fee.

The Client is entitled to use recordings and visual material obtained at the location for the intended purpose agreed between the parties. Written permission from Grace Locations is required, and special fees shall apply, among other things, to the Client's use of the visual material outside the Netherlands and to arrangements for purposes for which no recordings are made during use on the internet or through any other means of distribution.

The Client is obliged to agree with third parties involved in the production that the visual material collected and the location shall not be used in any manner other than that agreed with Grace Locations and the Location Owner.

ARTICLE 5: Deviations and Surcharges

1. Without the written permission of Grace Locations, the Client is not permitted to use the visual material obtained during the recordings for any purpose other than that agreed in writing in advance.

2. Surcharges apply in the following cases:

- Editorial booking: €40 per booking.
- Culinary production involving the use of a kitchen.
- The presence at any time of more than 10 persons representing the Client at the location during photography productions.
- Overtime for photography after 9 hours (or after 4.5 hours for a half-day booking) and for film/video after 10 hours (or after 5 hours for a half-day booking). For film recordings for television series and films, 12-hour or 24-hour rates may apply.
- Goods, sets and/or equipment remaining at the location overnight.
- Failure to leave the location clean.
- The production of special advertising materials, such as show cards, billboards, abribus posters, advertising posters, posters, displays, packaging or any other materials.
- Use for more than:
 - one purpose;
 - one country;
 - one medium;
 - one subject.

3. If a surcharge is payable per calendar month or for another period, the Client shall pay Grace Locations the full surcharge applicable to that period, even if the facility or material is not used throughout the entire period.

4. For film productions and events, reduced fees may apply for setting up and dismantling at a location.

5.5 Deviating Use of Material

5.5.1. Any form of use of the material that deviates from the agreed use shall require a written agreement.

5.5.2. The Client is obliged to notify Grace Locations of any intended change in the use of the material that entails a change to the agreement.

5.5.3. In the event of a breach of Sections 5.5.1 and/or 5.5.2, the Client shall forfeit to Grace Locations an immediately payable contractual penalty equal to 200% of the total invoice amount, without any notice of default being required.

5.5.4. In addition to the penalty referred to in Section 5.5.3, the Client shall remain fully liable to Grace Locations for damages arising from breaches of Sections 5.5.1 and 5.5.2. In addition to the penalty or obligation to pay damages, Grace Locations shall also be entitled to demand that the Client comply with the agreed use and/or to seek an injunction prohibiting the Client from continuing the unauthorised use.

5.6 Use of Material by Third Parties

5.6.1. If the Client enters into agreements with third parties concerning the use of the above-mentioned visual material, the duration of such use shall never exceed the duration of the agreement entered into by the Client with Grace Locations and the Location Owner, unless Grace Locations has given its prior written consent. The Client shall also inform such third parties of the

agreed and permitted use of the visual material and shall ensure that their use complies with those terms.

5.6.2. In the event of a breach of Section 5.6.1, the Client shall forfeit to Grace Locations an immediately payable contractual penalty equal to 200% of the total invoice amount, without any notice of default being required.

5.6.3. In addition to the penalty referred to in Section 5.6.2, the Client shall remain fully liable to Grace Locations for damages arising from a breach of Section 5.6.1. In addition to the penalty or obligation to pay damages, Grace Locations shall also be entitled to demand that the Client comply with the agreed use and/or to seek an injunction prohibiting the Client from continuing the unauthorised use.

5.6.4. The Client undertakes, subject to a contractual penalty equal to twice the total invoice amount, to include a penalty clause by way of a chain clause in any agreement entered into with a third party as referred to in Section 5.6.1. This clause shall apply if such third party uses the material without the Client's permission after the agreement with the Client has ended.

ARTICLE 6: Bookings

1. At the Client's request, Grace Locations will search for a location for a photo shoot, film and/or video production or event. Grace Locations shall make every effort to find a location that corresponds as closely as possible to the Client's requirements. If the Client approves a location found by Grace Locations and the Location Owner agrees to make the location available, Grace Locations shall confirm the booking of the relevant location in writing to both the Location Owner and the Client. The applicable fees and terms shall be stated in the booking confirmation.

2. For photography, locations may be booked for:

- **Half-day:** 4.5 consecutive hours, starting before 10:00 a.m. or after 1:00 p.m.
- **Full day:** 9 consecutive hours.

3. For moving-image productions, locations may be booked for:

- **Half-day:** 5 consecutive hours, starting before 9:00 a.m. or after 1:00 p.m.
- **Full day:** 10 consecutive hours.

4. Where a production runs over the booked time, any part of an additional hour shall be rounded up to the nearest quarter-hour.

For all productions, a booking may also be confirmed for a different number of hours. This must always be agreed in consultation and, in such cases, shall be stated in the confirmation of the relevant booking.

5. The Location Owner shall at all times retain control over the location.

ARTICLE 7: Cancellations and Options

1. If the Client cancels a location booking at least 48 hours before the booked time, Grace Locations shall not charge the Client any cancellation fees.

In the event of a later cancellation, 75% of the agreed fee shall be payable. If the booking is cancelled within 24 hours of the booked time, the Client shall be liable to pay the full agreed fee.

For bookings covering multiple days, the cancellation notice period shall be equal to the duration of the booking. If the Client cancels within this period, 75% of the agreed fee shall be payable, unless the cancellation takes place within 48 hours of the start of the booking. In that case, the full agreed fee shall be payable.

2. If it has been expressly agreed that a booking shall only take effect on the condition that the weather is of a specified type identified in advance and recorded in writing (a "Good Weather Booking"), the Client shall be entitled, if that type of weather does not occur, to reschedule the booking twice to a date and time to be agreed, without additional costs. If the specified weather conditions still do not occur after these two reschedulings, the Client shall be liable to pay the full agreed fee.

3. The Client may place an option on a location and time. The option must be converted into a confirmed booking at least 48 hours before the booked time. If this does not happen, the Location Owner and/or Grace Locations shall be entitled to cancel the option unilaterally. An option on a location may be held for a maximum of 7 days.

4. The Location Owner may cancel a booking only on grounds of force majeure or unforeseen circumstances that are so serious by their nature that, according to standards of reasonableness and fairness, performance can no longer be required of the Location Owner.

5. If the Location Owner cancels on any other grounds, the Location Owner shall owe Grace Locations compensation equal to the value of the booking.

ARTICLE 8: Rights and Obligations of the Client

1.

a. The Client may use the visual material, including still images, for a period of one year for the purposes agreed in advance, subject to the following restrictions:

- **Editorial use:** One-time editorial use in one title (magazine).
- **Advertorial use:** For each advertorial, three placements in a magazine are permitted in combination with a manufacturer's offer for membership recruitment or a club offer. This applies to use in a magazine published for a commercial institution or purpose.
- **Commercial use:** Use for a period of one year in an advertisement or brochure printed in a limited edition.

b. The Client may use the moving-image material for the purposes agreed in advance for a period of one year in one country. The following restriction applies to television drama:

- Use is permitted for the episode for which the material was recorded. Repeat broadcasts of the episode must take place within 12 months of the recording. After this period, if no arrangements have been made, 75% of the total amount shall be charged to the Client.

2. Any unauthorised use of the location and/or the relevant visual material constitutes an infringement of the rights of the Location Owner and Grace Locations and gives rise to an obligation to pay damages.

As a minimum usage fee and compensation for damages, the Client shall owe Grace Locations an additional charge equal to 200% of the applicable fees set out in these terms and conditions in respect of such use. This is without prejudice to Grace Locations' right to compensation for all actual damages suffered, including all indirect and consequential damages and all legal costs. The Client expressly and fully indemnifies Grace Locations against claims by the Location Owner and shall reimburse Grace Locations for all legal assistance costs.

3. The Client undertakes to agree with any third parties engaged by the Client, including photographers and filmmakers, that the copyright and other rights of such third parties shall be limited to the agreed purpose and scope of the Client's use. In particular, the Client shall ensure that the photographer or filmmaker undertakes to refrain from any other use that could adversely affect the rights of the Location Owner and/or third parties. The Client shall indemnify Grace Locations against any claim or liability asserted in this respect.

4. To the extent that Grace Locations is aware of any items present at or within the location in respect of which third parties may assert rights, including intellectual property rights, Grace Locations shall inform the Client accordingly. It is the Client's responsibility to make arrangements with the relevant third parties regarding the use of such items. The Client expressly and fully indemnifies Grace Locations against any claims by third parties in this respect.

ARTICLE 9: Insurance and Security Deposit

1. The Client shall be liable for any direct or indirect damage caused before and during the production to the location, movable property and persons involved in the production, including assistants. The Client declares that it has taken out adequate location damage insurance, the details of which shall be provided upon request where necessary, to cover any damage to the location, movable property and persons involved.

2. Grace Locations reserves the right to require an additional security deposit in advance.

3. All costs incurred by Grace Locations in connection with damage caused by the Client to the property of the Location Owner, including administrative costs and third-party costs, shall be borne by the Client and shall be paid upon first request.

4. The Location Owner must report any damage to Grace Locations within one week after the production has ended. The burden of proof that the damage was caused by the Client before or during the production rests with the Location Owner.

ARTICLE 10: Payments

1. Grace Locations shall invoice the Client for the amount due. The amount due must be credited to Grace Locations' bank account within 14 days of the invoice date.

2. All costs incurred by Grace Locations in obtaining payment, whether through legal proceedings or otherwise, including any legal fees incurred, shall be borne by the Client. The aforementioned extrajudicial collection costs shall amount to at least 15% of the amount claimed, with a minimum of €350.
3. The Client shall remain liable for payment of the invoice, even if, at the Client's request, the invoice is issued in the name of a third party. Grace Locations shall be entitled to suspend its performance as soon as, and for as long as, the Client fails to fulfil any payment obligation that has become due and payable.
4. If the Client has not submitted a written and reasoned complaint within 8 days of the invoice date, the Client shall be deemed to have fully accepted the contents of the invoice received. The Client shall not be entitled to suspend its obligations on the grounds of any complaints.
5. The Client shall not be entitled to set off any amounts against fees payable to Grace Locations.

ARTICLE 11: Payment Terms, Usage Rights and Intellectual Property

1. Payment Terms

- 1.1. The Client is obliged to pay the full amount due for the production within the period specified on the invoice.
- 1.2. In the event of late payment, the Contractor reserves the right to charge additional costs and take legal action to recover the outstanding amounts.

2. Usage Rights in Images

- 2.1. The Contractor retains all ownership rights and copyrights in the images of the location until the Client has paid the full amount due for the production.
- 2.2. The Client shall not be entitled to use, distribute, publish or otherwise exploit the images before full payment has been received.
- 2.3. If payment is not made within the stipulated period, any use of the images by the Client shall be regarded as an infringement of the Contractor's copyright, and legal action may be taken to claim damages.

3. Intellectual Property

- 3.1. All images created by the Contractor shall remain the exclusive property of the Contractor until full payment has been made.
- 3.2. Upon full payment of the amounts due, the Client shall obtain a non-exclusive, non-transferable licence to use the images.

ARTICLE 12: Liability and Confidentiality

1. Except in cases of intent or gross negligence, Grace Locations shall under no circumstances be liable to the Client for any damage or additional costs that the Client may suffer or incur as a result of circumstances that in any way restrict or prevent the use of the location, or where the Location Owner does not make the location available, or no longer makes it available, for any reason whatsoever.

If and to the extent that Grace Locations is held legally liable for any such damage, its liability shall at all times be limited to the total amounts paid for the assignment or, if the damage is covered by Grace Locations' insurer, to the amount paid out by the insurer.

Grace Locations shall not be liable if the location booked by the Client has been or is used before or after the Client's booking by a party that may be regarded as a competitor. This circumstance shall not release the Client from the obligation to pay the fee due.

2. In the event of cancellation by the Location Owner, Grace Locations shall make every effort to arrange a comparable location for the Client. However, Grace Locations shall never be liable for any costs or damages, for example arising from its inability to arrange such a location or from the Client's refusal to accept the replacement location.
3. The parties undertake to keep confidential any facts and circumstances of a confidential nature that come to their knowledge in the course of the assignment through the other party, unless disclosure is of material importance in conducting legal proceedings, whether as claimant or defendant.
4. Grace Locations shall never be liable for indirect or consequential damages.

5. If Grace Locations is involved in a dispute between the Client and the Location Owner, this shall not give rise to any liability on the part of Grace Locations and shall not be construed as Grace Locations accepting any liability.
6. The Client shall be liable to the Location Owner for payment of the fee due to the Location Owner, as well as for any damage caused by the Client to the Location Owner's property.
7. The Location Owner shall be liable to the Client for any damage arising from the failure to make the location available, making it available late, or making it available incorrectly.
8. Grace Locations shall not be liable to the Location Owner, nor shall it be held liable, if the Client becomes bankrupt.

ARTICLE 13: Disputes and Governing Law

1. In the event of any objections, complaints or comments concerning the location, the Client must notify Grace Locations as soon as possible, stating the reasons for the objection or complaint. In the absence of such immediate notification, the agreed services shall be deemed to have been performed to the Client's full satisfaction. In all cases, the final deadline for such notification shall be 8 days after the invoice date, as referred to in Article 10, paragraph 4.
2. All disputes arising from a booking placed with Grace Locations that cannot be resolved amicably shall, in the first instance, be submitted for exclusive determination to the competent court of the Noord-Holland District Court (Rechtbank Noord-Holland), without prejudice to Grace Locations' right to bring proceedings against the defendant before the preliminary relief judge in the judicial district in which the defendant resides or is established.
3. All agreements with Grace Locations shall be governed by Dutch law.

ARTICLE 14: Use on the Internet or Through Any Other Electronic Means of Distribution

- The Client is expressly prohibited from using the visual material on the internet or through any other electronic means of distribution in any manner without the prior consent of Grace Locations.
- If the Client has obtained written permission to use the visual material on the internet or through any other electronic means of distribution, a special fee shall be payable, to be agreed separately in writing.
- If the Client has obtained written permission to use the visual material on the internet or through any other electronic means of distribution, the Client shall be required to secure the visual material in such a way as to prevent its unauthorised use by third parties, including the use of the visual material by such third parties.
- In the event of a breach of the provisions of this Article, the Client shall forfeit to Grace Locations an immediately payable contractual penalty equal to five times the total invoice amount, without any notice of default being required. In addition to the penalty, the Client shall remain fully liable to Grace Locations for damages arising from breaches of this Article. In addition to the penalty or obligation to pay damages, Grace Locations shall also be entitled to demand that the Client comply with the agreed use and/or to seek an injunction prohibiting the Client from continuing the unauthorised use.

ADDITIONAL SPECIFIC PROVISIONS – LOCATION OWNERS

When a location is registered with Grace Locations, the Location Owner confirms their agreement to the General Terms and Conditions, including the specific provisions for Location Owners, as drawn up and provided by Grace Locations and also available at <https://www.gracelocations.com/voorwaarden/>.

To avoid confusion and conflicts and to enable Grace Locations to offer Clients an exclusive selection, the Location Owner shall be registered exclusively with Grace Locations and not with other location agencies, unless otherwise agreed in writing.

Both the Location Owner and Grace Locations may terminate the registration in writing at any time, with immediate effect. Bookings already made shall continue to be handled in accordance with the relevant booking confirmation.

The Location Owner consents to photographs of their location being displayed on www.gracelocations.com (without any further contact details) and being used in other communications, such as social media posts. If the Location Owner supplies photographs, they shall indemnify Grace Locations against any infringement of third-party rights.

The Location Owner is responsible for notifying Grace Locations of any changes to the location in a timely manner (at least before the booking confirmation is issued). Such changes may include renovations, new large items of furniture, new colours, etc. This is necessary to keep the available selection of locations and the associated photographs on the website up to date and accurate. If changes are not reported in a timely manner and, as a result, the location no longer meets the Client's required quality and functionality, any resulting damages and costs shall be borne by the Location Owner.

These General Terms and Conditions have been filed with the Dutch Chamber of Commerce under registration number 69934002.

Last updated on 27-10-2026