

Terms & conditions

1. Applicability

1. These general terms and conditions apply to: all offers, quotations, assignments, legal relationships and agreements, by whatever name, whereby Bouvrie video undertakes or will undertake to perform work for the client, as well as all work ensuing from this for Bouvrie video.
2. Deviations from and additions to these general terms and conditions are only valid if they have been expressly agreed in writing in.
3. If any condition in these general terms and conditions deviates from a condition in the order confirmation, the condition included in the order confirmation applies with regard to the contradiction.
4. These general terms and conditions also apply to any additional or follow-up assignments.
5. The applicability of the general terms and conditions of the client is hereby expressly rejected by Bouvrie video.

2. Quotations

1. The offers made by Bouvrie video are without obligation and valid for 30 days, unless stated otherwise.
2. The prices in the quotations mentioned are exclusive of VAT, unless stated otherwise. Price changes and incorrectly stated prices reserved.
3. Bouvrie video composes its offers on the basis of an estimate of the required working hours for project preparation, recording, editing, use of materials and other project-related matters. Bouvrie video reasonably determines these hours. However, it is possible that a client has additional wishes during production, which are not yet included in the quotation. These extra hours are based on a fixed hourly rate, in addition to the invoice amount agreed in the offer, will be charged. Unless otherwise agreed. All price agreements or fixed prices are always exclusive of Buma-Stemra rights.

3. Execution of the agreement

1. Bouvrie video will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of the art known at that time.
2. If and insofar as required for the proper execution of the agreement, Bouvrie video has the right to have certain work done by third parties.
3. The client will ensure that all information, which Bouvrie video indicates is necessary or of which the client should reasonably understand that it is necessary for the execution of the agreement, is in time to Bouvrie video be provided. If the information required for the execution of the agreement has not been provided to Bouvrie video in time, Bouvrie video has the right to suspend the execution of the agreement and / or charge the extra costs resulting from the delay to the client in accordance with the usual rates. to bring.
4. Bouvrie video is not liable for damage of any kind, because Bouvrie video has assumed incorrect and / or incomplete information provided by the client, unless this should be known to be incorrect or incomplete.
5. If it has been agreed that the agreement will be executed in phases, Bouvrie video can suspend the implementation of those parts that belong to a following phase until the client has approved the results of the preceding phase in writing.
6. Bouvrie video is not liable for the quality of the own media supplied by the client.

4. Contract duration; execution time

1. The agreement is entered into for an indefinite period of time, unless the parties explicitly agree otherwise in writing.
2. If a term has been agreed for the completion of certain activities within the term of the agreement, this is never a strict deadline. If the implementation period is exceeded, the client must therefore give Bouvrie video notice of default in writing.

5. Modification of the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in time and in mutual consultation.
2. If the parties agree that the agreement will be changed or supplemented, the time of completion of the execution may be influenced by this. Bouvrie video will inform the client as soon as possible.
3. If the change or addition to the agreement has financial and / or qualitative consequences, Bouvrie video will inform the client in advance.
4. If a fixed fee has been agreed, Bouvrie video will indicate to what extent the change or addition to the agreement will result in this fee being exceeded.
5. Contrary to paragraph 3, Bouvrie video will not charge additional costs if the change or addition is the result of circumstances that can be attributed to it.
6. All changes as referred to in this provision are recorded in writing and confirmed by the parties.

6. Intellectual property

1. Bouvrie video reserves the rights and powers vested in it under the Copyright Act.
2. The clients fully indemnify Bouvrie video against claims by third parties for copyright infringement as a result of edits to be made by Bouvrie video for clients and / or duplication of recordings which they have provided. Concepts, ideas and proposals developed for a client are subject to copyright and formally and legally owned by Bouvrie video. All Bouvrie video productions are copyrighted. A Bouvrie video production may not be reproduced, reproduced or edited without the permission of the maker, Bouvrie video. It is possible to purchase copyrights in accordance with Bouvrie video.
3. Bouvrie video also reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.
4. All raw material produced by Bouvrie video is kept in the archive for at least 1 year. Finished products are kept for at least 2 years. Bouvrie video reserves the right to destroy the material after these periods.

7. Cancellation

1. The claims of Bouvrie video on the client are immediately due and payable in the following cases:
 - circumstances brought to the attention of Bouvrie video after the conclusion of the agreement give Bouvrie video good grounds to fear that the client will not meet its obligations;
 - if Bouvrie video has asked the client when entering into the agreement to provide security for the fulfillment and this security is not provided or is insufficient.
2. In the aforementioned cases, Bouvrie video is entitled to suspend the further execution of the agreement or to dissolve the agreement, all this without prejudice to Bouvrie video 's right to claim compensation.

8. Liability

If Bouvrie video is liable, then that liability is limited as follows:

1. The liability of Bouvrie video, insofar as it is covered by its liability insurance, is limited to the amount of the payment made by the insurer.
2. If in any case the insurer does not pay out or damage is not covered by the insurance, Bouvrie Video's liability is limited to twice the invoice value of the assignment, at least that part of the assignment to which the liability relates.
3. Contrary to the provisions of paragraph 2 of this article above, in the case of an assignment with a term of more than six months, liability is further limited to the fee part owed over the last three months.
4. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of Bouvrie video or its subordinates.
5. Bouvrie video is never liable for consequential damage.

9. Billing / Payment

1. Unless otherwise agreed Bouvrie uses video 1 invoice moment. Namely after the delivery of the assignment. When several invoice moments have been agreed:

- The 1st installment consists of 1/3 of the total project price. This will be invoiced before production starts.

- The 2nd term consists of 2/3 of the project price. This will be invoiced after delivery of the product.

2. When several invoice moments have been agreed: The production will only start when the first installment has been paid.

3. Agreeing multiple invoice moments, or other deviating agreements regarding payment of invoices, is exclusively agreed in writing.

4. Payment must be made within 14 days of the invoice date, unless otherwise agreed and in a manner to be indicated by Bouvrie video in the currency in which the invoice was made.

5. After the expiry of 14 days after the invoice date, the client is in default; From the moment of default, the client owes interest of 1% per month on the payable amount, unless the statutory interest is higher, in which case the statutory interest applies.

6. If payment is not made after 14 days, Bouvrie video will send a letter of formal notice with a new payment deadline. In the event that payment is still not made after the expiry of this period, Bouvrie video is obliged to take further measures. It is possible to engage a collection agency and charge collection costs, in addition to the aforementioned statutory interest. In addition, the client is in default in this case by Bouvrie video.

7. In case of liquidation, bankruptcy or suspension of payment of the client, the claims of Bouvrie video and the obligations of the client towards Bouvrie video will be immediately due and payable.

8. Payments made by the client always serve firstly to settle all interest and costs owed, secondly to payable invoices that have been open the longest, even if the client states that the payment relates to a later invoice.

10. Travel and accommodation expenses

All travel and accommodation costs are included in the quotation as completely as possible. Unforeseen additional costs are added separately to the final invoice.

11. Music rights

All productions contain royalty free music. The costs are indicated on the quotation and / or invoice. If the customer wishes to use non-royalty-free music (hit music or music for which copyrights have to be bought), the costs or any fine will be borne by the customer.

12. Voice over

Some productions use one or more voice-overs, i.e. voiced voices. The costs of a voice-over fall under the additional costs and are added to the quotation and / or final invoice. Unless otherwise agreed.

13. Promotion

Bouvrie video reserves the possibility to use materials for promotion.

14. Repair clause

1. If any provision of these general terms and conditions or of the underlying assignment / agreement should be wholly or partly void and / or not valid and / or unenforceable, as a result of any statutory regulation, court decision or otherwise, then this has no consequences for the validity of all other provisions of these general terms and conditions or the underlying assignment / agreement.

2. If any provision in the Assignment or a part of the assignment cannot be invoked by law, the remaining part of the assignment will remain in full force, with the proviso that the provision on the part that cannot be invoked, should be deemed to have been adjusted in such a way that an appeal can be made to it, whereby the intention of the parties with regard to the original provision or the original part is maintained as much as possible.

15. Privacy statement

1. Bouvrie video is careful with the privacy of clients.

2. Bouvrie video only processes personal data that is necessary for the execution of the agreement.

3. The Bouvrie video website obtains data from the user when used, including possibly personal data. This data is only stored and used by Bouvrie video if it has been explicitly provided by the user.

4. Personal data will only be provided to third parties if this is necessary for the execution of the agreement. Due to the nature of the work of Bouvrie video, personal data in the form of images are shared with third parties. If required, written permission for the use and possible distribution of these images is laid down in a separate agreement.

5. Any personal data collected is not kept longer than is strictly necessary to realize the goals for which the data was collected. The personal data will then be deleted, unless there is a legal obligation to keep the personal data longer. Such as, but not limited to, the seven-year tax retention obligation for payment data.