

GENERAL TERMS & CONDITIONS

Film directing, cinematography / Director of Photography, camera operation and related audiovisual services.

BUSINESS ASSIGNMENTS (B2B)

These terms are intended for professional assignments from production companies, agencies, producers, broadcasters, brands and other business clients. Specific arrangements in an accepted quotation or agreement take precedence over these General Terms & Conditions.

1. DEFINITIONS

- 1.1 Contractor:** Maarten Bun, working as Film Director, Cinematographer / Director of Photography and Camera Operator, operating via maartenbun.com.
- 1.2 Client:** the natural person or legal entity acting in the course of a profession or business that commissions the Contractor to perform an Assignment.
- 1.3 Assignment:** all agreed work, services, preparations, shooting days, post-production supervision, travel and - where applicable - the provision or organisation of equipment.
- 1.4 Work:** all creative and technical contributions developed or created by the Contractor in connection with an Assignment, including concepts, treatments, scripts, mood boards, shot lists, visual references, camera and lighting plans, tests, recordings, stills and other materials, insofar as rights may subsist in them.
- 1.5 Shooting Day:** a maximum of ten consecutive hours from call or pre-call until wrap, including customary breaks. Travel time is not included unless agreed otherwise in writing.
- 1.6 Half Shooting Day:** a maximum of five hours of work. Any overrun may be treated as a full Shooting Day.
- 1.7 In Writing:** by letter, email, digitally signed document or other electronic communication from which the sender and content can be sufficiently established.

2. APPLICABILITY AND ORDER OF PRECEDENCE

- 2.1** These General Terms & Conditions apply to all offers, quotations, bookings, Assignments and resulting work performed by the Contractor.
- 2.2** Any general terms, purchasing conditions or other conditions of the Client are expressly rejected unless the Contractor has expressly accepted them in writing for a specific Assignment.
- 2.3** In the event of conflict, the following order of precedence applies: (i) a project agreement or quotation expressly accepted by both parties, (ii) these General Terms & Conditions and (iii) the Contractor's rate card or other commercial documentation, insofar as the Assignment refers to it.
- 2.4** Any deviation applies solely to the specific Assignment for which it has been agreed in writing and does not create a precedent for future Assignments.
- 2.5** If any provision is void or voidable, the remaining provisions remain in force. The parties shall replace the relevant provision, as far as possible, with a legally valid provision having the same economic and substantive purpose.

3. QUOTATIONS, OPTIONS AND BOOKINGS

- 3.1** Quotations and offers are non-binding and, unless stated otherwise, valid for fourteen days. Obvious errors or mistakes do not bind the Contractor.
- 3.2** All rates are exclusive of VAT and exclusive of travel, accommodation, parking, tolls, rental, insurance and other production costs, unless stated otherwise in writing.
- 3.3** The Client warrants the accuracy and completeness of the information on which a quotation or schedule is based. Changes or omissions may result in adjustments to the schedule, scope and fee.
- 3.4** An option is a provisional reservation and not a confirmed booking. In principle, the parties shall inform each other no later than 72 hours before the relevant date whether an option will be converted into a booking. If another concrete enquiry arises, the Contractor may request earlier confirmation; if confirmation is not received within a reasonable period, the option may be released.

3.5 A booking becomes binding once the Client accepts a quotation or booking confirmation in writing, sends a call sheet as confirmation, definitively confirms a shooting date, or the Contractor starts performance at the Client's request or with the Client's knowledge.

3.6 Concepts, treatments, scripts, calculations and creative proposals supplied during a pitch or quotation process remain the property of the Contractor and may not be executed, copied or disclosed to third parties without prior written permission.

4. PERFORMANCE OF THE ASSIGNMENT

4.1 The Assignment is an obligation to use best efforts. The Contractor performs the work according to professional, technical and creative judgement, within the agreed briefing and production conditions.

4.2 Before commencement, the Client shall communicate in writing all specific wishes, must-haves, technical requirements, deliverables, platform requirements and relevant restrictions.

4.3 The Contractor independently determines how the creative and technical work is performed, taking into account the planning and coordination by the Client or producer that are necessary for an audiovisual production.

4.4 Where necessary or desirable for proper performance, the Contractor may engage specialised third parties. Their costs shall be agreed in advance if they are not already included in the quotation.

4.5 Unless expressly agreed otherwise, the Client is responsible for production organisation and for obtaining and complying with location permits, cast/talent consents, portrait and trademark rights, music and archive rights, safety permissions and any other rights or permits necessary for production and exploitation.

5. FEES, COSTS, TRAVEL AND EQUIPMENT

5.1 The fee follows from the accepted quotation or, if no specific rate has been agreed, from the Contractor's customary rates applicable at that time.

5.2 Pre-production, creative development, scouting, technical preparation, camera and lens tests, equipment preparation, post-production supervision and other work outside the Shooting Day are charged separately at the agreed hourly or daily rate.

5.3 Mileage with the Contractor's own vehicle is charged at €0.55 per kilometre excluding VAT. Parking, tolls, train, flight, taxi, hotel and other travel and accommodation expenses are passed on at actual cost, unless agreed otherwise.

5.4 Substantial travel time is in principle charged at 50% of the applicable hourly rate. An international travel day is in principle charged at 50% of the applicable Shooting Day rate, unless work is also performed during that travel day or a different rate has been agreed in writing.

5.5 The Contractor's own camera, lens, lighting, grip, monitoring, sound and other equipment is quoted separately. Rental-house hire, transport, insurance, carnets, courier charges and cancellation costs may be charged additionally.

5.6 Unforeseen external price increases or costs over which the Contractor cannot reasonably exercise control may be passed on to the Client after notification.

6. WORKING TIME, OVERTIME, REST AND SAFETY

6.1 A regular Shooting Day consists of a maximum of ten hours from call or pre-call until wrap. Travel time is not part of these ten hours.

6.2 For overtime, the agreed day rate is converted into an hourly rate based on 1/10 of the day rate. Hours 11 and 12 are charged at 150% of that hourly rate, hours 13 and 14 at 175%, and each subsequent hour at 200%. Overtime is calculated per commenced quarter-hour and is not offset against time off.

6.3 Between the end of one working day and the start of the next, there shall in principle be a minimum turnaround of ten consecutive hours, excluding travel time. If the production schedule does not allow this rest period, the Contractor may require a later call, hotel accommodation or another appropriate safety measure. Additional costs shall be borne by the Client.

6.4 Work on Dutch national public holidays is, unless otherwise agreed in writing, subject to a 100% surcharge. Night work, Sunday work and non-standard weekend services shall be agreed in advance and may be quoted with an additional surcharge.

6.5 To the extent that the Client determines the production conditions, the Client shall provide a safe and professionally organised working environment, adequate breaks and catering, reasonable travel times and appropriate safety measures.

6.6 The Contractor is entitled to refuse, interrupt or stop work if, in the Contractor's reasonable professional judgement, a situation is unsafe, unlawful or irresponsible. This shall not result in liability on the part of the Contractor; work already performed and costs already incurred remain payable.

6.7 For safety reasons, the total consecutive period of availability for work, breaks and travel must remain reasonable and shall in principle not exceed fourteen hours per working day. If it is not safe to travel home, the Client shall arrange appropriate transport or hotel accommodation.

7. CHANGES, WAITING TIME AND ADDITIONAL WORK

7.1 The Assignment includes only the scope agreed in writing. Additional shooting days, extra locations, extra meetings, repeated scouts, additional tests, changed equipment requirements, additional post-production supervision or other extensions constitute additional work.

7.2 Additional work is charged at the applicable rates. If it is not reasonably possible to estimate such work in advance, the Contractor may invoice it afterwards on the basis of actual time spent and costs incurred.

7.3 Waiting time, delay or overrun caused by the Client, the Client's client, cast, location, permits, logistics or other circumstances within the production sphere counts as working time. If this results in overtime, the overtime surcharges apply.

7.4 If, after confirmation of the Assignment, the budget, briefing, schedule, creative responsibility or scale of production changes substantially, the parties are entitled to renegotiate the arrangements. If no reasonable solution is reached, the Contractor may terminate the Assignment and invoice work already performed and costs already incurred.

8. CANCELLATION, POSTPONEMENT AND RESCHEDULING

8.1 For a confirmed short booking of fewer than six full working days, cancellation by the Client incurs 50% of the agreed fee. If cancellation occurs within 96 hours before the actual start, 100% is payable.

8.2 For multi-day or long-running productions of six working days or more, the cancellation arrangement specifically included in the quotation or agreement shall in principle apply. If no specific arrangement has been agreed, work already performed and all incurred or non-cancellable costs are payable in full, plus 50% of the fee for reserved but cancelled working days; for working days cancelled within seven calendar days before the relevant working day, 100% applies.

8.3 Postponing or moving a confirmed shooting date is in principle treated as cancellation of that date, unless the Contractor agrees in writing to transfer the booking to a new date. At the Contractor's discretion, part of a cancellation fee may be credited against a new booking.

8.4 Weather conditions, unavailability of cast, location, permit or financing, or an internal decision of the Client do not automatically constitute force majeure and do not affect the cancellation arrangement, unless the parties agree otherwise in writing.

8.5 Costs already incurred or committed to third parties for the Assignment - including rental, transport, tickets, hotels and engaged crew - remain fully payable upon cancellation or rescheduling insofar as they cannot be cancelled free of charge.

9. INVOICING AND PAYMENT

9.1 Invoices must be paid within thirty days of the invoice date, without discount, set-off or suspension, unless a shorter payment term or advance-payment arrangement has been agreed in writing.

9.2 The Contractor is entitled to require an advance payment or security before commencing work, particularly for new Clients, substantial equipment rental, international productions or multi-day Assignments.

9.3 If payment is not made on time, the Client is in default by operation of law and statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code is due from the due date until the date of full payment.

9.4 All reasonable judicial and extrajudicial costs incurred to obtain payment shall be borne by the Client. To the extent permitted by law, extrajudicial collection costs shall amount to at least 15% of the outstanding amount, with a minimum of €150.

9.5 In the event of overdue payment or reasonable doubt as to the Client's creditworthiness, the Contractor may suspend work, delivery, usage rights and new bookings until full payment or adequate security has been received. Any resulting delay is for the Client's account and risk.

10. EQUIPMENT, RECORDED MATERIAL AND DATA

10.1 The Contractor's own equipment and data carriers remain the Contractor's property at all times. The Client shall handle them with due care and, within the production environment, provide adequate protection against theft, loss, moisture, fire, damage and unauthorised use.

10.2 In the event of damage, loss or theft of equipment caused by acts or omissions of the Client, production personnel, cast, location owners or other third parties engaged by the Client, reasonable repair, replacement, rental and downtime costs shall be borne by the Client, except insofar as the damage is demonstrably caused solely by intentional misconduct or gross negligence on the part of the Contractor.

10.3 The Client shall maintain appropriate production and liability insurance and, where relevant, insurance for rented equipment or equipment made available by the Contractor. The relevant cover shall be confirmed upon the Contractor's first reasonable request.

10.4 Recorded material and data shall be transferred in accordance with the production or data workflow agreed in advance. Once the material has been transferred to the Client, producer, DIT, editor or another designated party and receipt has been confirmed, the risk of loss or damage passes to the Client.

10.5 If the Contractor temporarily retains project data, this is done with professional care but without any guarantee of unlimited or error-free archiving. Unless agreed otherwise in writing, there is no retention obligation after documented transfer. For Assignments in which the Contractor delivers a final file, project data may be deleted thirty days after final delivery.

10.6 Additional copies, long-term archiving, recovery work, data carriers, cloud storage and additional data transfers are not included unless agreed in writing.

11. COPYRIGHT, EXPLOITATION, CREDITS AND PORTFOLIO

11.1 Copyright and other intellectual property rights in concepts, treatments, scripts, visual plans, designs, tests and other separate creative contributions independently developed by the Contractor remain with the Contractor unless expressly agreed otherwise in writing.

11.2 Insofar as the work constitutes a film work within the meaning of the Dutch Copyright Act and the Client or a third party qualifies as the film producer, the statutory provisions relating to film works and the presumptions and remuneration rights contained therein apply. Any agreed transfer or licence is, to the extent legally possible, conditional upon full payment of fees and costs.

11.3 The Contractor's statutory rights, moral rights and collectively exercised rights and claims, including claims to fair or additional remuneration for exploitation where applicable, remain unaffected.

11.4 Where credits are included or professional attribution is customary, the Contractor is entitled to an appropriate and correctly spelled credit stating name and function, for example "Film Director - Maarten Bun" and/or "Director of Photography / Cinematographer - Maarten Bun", unless agreed otherwise in writing.

11.5 After the first public release or screening of a production, the Contractor may, unless agreed otherwise in writing or while a valid confidentiality arrangement prevents this, use reasonable excerpts, stills, behind-the-scenes material and project credits on the Contractor's own website, showreel, social media, presentations, pitches, festival or award submissions and for promotion of the Contractor's professional practice.

11.6 Within the agreed exploitation, the Client may create normal versions, crops, subtitles, platform formats and technical adaptations. Changes that materially affect the Contractor's creative contribution or could reasonably harm the Contractor shall, where possible, be discussed with the Contractor in advance, without prejudice to the statutory rights of a film producer.

12. ARTIFICIAL INTELLIGENCE

12.1 Without the Contractor's prior written permission, the Contractor's concepts, treatments, scripts, mood boards, visual references, shot designs, stills, recordings, LUTs, showreel, voice, name or other creative contributions may not be used as training data or input for generative AI systems, foundation models or comparable systems.

12.2 Without prior written permission, the Client may not use prompts or model instructions that explicitly use the Contractor's name, specific works or recognisable creative signature in order to generate substitute or derivative audiovisual content.

12.3 This article does not prevent the use of customary non-generative technical tools for, for example, transcription, stabilisation, noise reduction, upscaling or workflow automation, provided the material is not used for model training or for generating substitute creative work.

13. CONFIDENTIALITY, PRIVACY AND THIRD-PARTY RIGHTS

13.1 The parties shall treat information concerning projects, budgets, scripts, clients, pitches, unreleased productions and business information as confidential where its confidential nature has been indicated or is reasonably apparent.

13.2 The Client may share ideas, treatments or technical proposals supplied by the Contractor during a pitch or development process only with persons whose involvement is necessary for the assessment or execution of the relevant Assignment and who are bound by appropriate confidentiality obligations.

13.3 The Client warrants that materials, instructions, trademarks, texts, music, locations, products, data and other elements supplied by or on behalf of the Client may lawfully be used and indemnifies the Contractor against third-party claims arising from those supplied elements.

13.4 Each party is independently responsible for compliance with applicable privacy legislation. If the Contractor systematically processes personal data solely on behalf of the Client and a data processing agreement is legally required, the parties shall enter into such an agreement separately.

14. FORCE MAJEURE AND ILLNESS

14.1 Force majeure includes any circumstance not attributable to a party as a result of which performance cannot reasonably be required, or cannot reasonably be required on time, including serious illness or accident, fire, theft, demonstrable technical failure despite professional precautions, war, terrorism, epidemic, strike, government measures, transport disruption, power or network failure and hazardous weather or natural conditions.

14.2 The affected party shall inform the other party as soon as possible. Obligations are suspended for the duration of the force majeure insofar as performance is prevented.

14.3 In the event of illness or unavailability of the Contractor, the Contractor shall make reasonable efforts, in consultation with the Client, to propose a new date or, where appropriate and accepted by the Client, a qualified replacement. The Contractor is not liable for consequential loss resulting from such unavailability.

14.4 Work already performed and costs already incurred or unavoidable remain payable. If the force majeure continues for more than thirty days, either party may terminate the unperformed parts of the Assignment in writing without additional compensation.

15. LIABILITY, INSURANCE AND INDEMNITY

15.1 The Contractor is liable only for direct loss that is the direct result of an attributable failure in the performance of the Assignment.

15.2 Any liability is limited to the amount actually paid out under the Contractor's liability insurance in the relevant case, plus the applicable deductible. If no insurance payment is made, liability is limited to the invoiced amount of the part of the Assignment to which the liability relates, subject to a maximum of €10.000.

15.3 The Contractor is not liable for indirect loss, consequential loss, loss of profit or turnover, lost savings, business interruption, reputational damage, contractual penalties imposed by third parties, missed broadcast or publication opportunities or loss of data, except insofar as mandatory law provides otherwise.

15.4 The Contractor is not liable for damage arising from incorrect or incomplete information, unsafe production conditions, decisions or instructions of the Client, producer or other third parties, or defects in equipment, software, locations or materials supplied by third parties, unless there is intentional misconduct or gross negligence on the part of the Contractor.

15.5 The limitations of liability do not apply in the event of intentional misconduct or gross negligence by the Contractor insofar as exclusion is not permitted by law.

15.6 The Client indemnifies the Contractor against third-party claims arising from materials, instructions, rights, locations, products, claims or publication choices supplied or made by the Client, except insofar as the claim is directly caused by intentional misconduct or gross negligence on the part of the Contractor.

16. COMPLAINTS AND LIMITATION OF CLAIMS

16.1 Visible problems or problems that are apparent during production shall be reported by the Client as soon as possible so that correction or adjustment is still possible.

16.2 Complaints concerning the work, technical quality or delivered material must be submitted in writing and in sufficient detail no later than fourteen days after the relevant performance or delivery. A technical complaint must, insofar as reasonably necessary, be substantiated with the original material or an unmodified full-resolution copy.

16.3 A complaint does not suspend the payment obligation. If correction is reasonably possible, the Contractor shall first be given a reasonable opportunity to investigate the complaint and, where necessary, remedy it.

16.4 Claims by the Client in connection with an Assignment lapse, to the extent permitted by law, if they have not been brought before a court within one year after the Client became aware, or could reasonably have become aware, of the relevant facts.

17. SUSPENSION, TERMINATION AND INSOLVENCY

17.1 If the Client fails to comply with an obligation, fails to pay on time, fails to provide sufficient security, or if the Contractor has reasonable grounds to doubt the legality or safety of the Assignment, the Contractor may immediately suspend the work.

17.2 The Contractor may terminate the Assignment in whole or in part if, after notice of default, the Client continues to materially fail in its obligations, or immediately if the Client applies for bankruptcy or suspension of payments, is dissolved, or can reasonably be expected to be unable to meet its obligations.

17.3 Upon termination, all work already performed, costs incurred and fees already due or contractually payable become immediately due and payable.

18. GOVERNING LAW AND DISPUTES

18.1 All quotations, Assignments, agreements and legal relationships with the Contractor are governed exclusively by Dutch law.

18.2 The parties shall first attempt to resolve any dispute amicably. If this is unsuccessful, the dispute shall be submitted to the competent court in the judicial district where the Contractor is established, unless mandatory law prescribes another court.

18.3 If this English translation is used alongside the Dutch version, the Dutch text shall prevail in the event of any difference in interpretation.

18.4 Provisions that by their nature are intended to survive termination - including payment, liability, confidentiality, intellectual property, AI, credits, portfolio and disputes - remain in force.

MAARTEN BUN / F I L M D I R E C T O R + C I N E M A T O G R A P H E R

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