

Video Production - Terms and Conditions

Camerawork & post production editing

If we fulfil part of your production (shooting and/or editing) these terms & conditions will be applied.

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- These conditions, without modification, shall apply to all contracts between Maurice Spees and the customer except as otherwise agreed in writing by Maurice Spees and the customer.
- Unless otherwise stated, the customer's acceptance of Maurice Spees' offer following the quotation shall form the contract.
- Contracting Maurice Spees crew at least one week before the production date. Productions contracted within a week before production will be charged an additional 20% above our standard daily fee.
- Our cameraman/crew works with an hourly rate for the first 5 hours, after that our full day rate will be applied to all productions.
- Maurice Spees video production expects 50% of final payment on signing of the contract and the final 50% on completion of production.
- Final payment is due no later than 14 days after the date of the final invoice.
- Product will be delivered once final payment has been received and cleared.
- Payment by bank transfer or credit card using PayPal.
- If the client is on-site payment in cash is possible after all agreements have been signed.
- The Copyright of all material that has been captured by Maurice Spees is solely owned by Maurice Spees and protected under Dutch Law. Upon completion and cleared funds, we will, in some instances and upon prior agreement, transfer the Copyright Ownership to the Client This will be clearly specified in your written quotation. In both circumstances, Maurice Spees reserves the right to use the footage / material; / media, either in sections or in its entirety, for promotional purposes.
- Client is responsible for all expenses incurred by Maurice Spees Ltd during all stages of a production. Including but not exclusively: transport, food, accommodation, equipment hire, communication costs and media.
- On delivery of final product copyright will be transferred to the client, yet Maurice Spees Ltd will retain the right to use all approved footage for their own promotional purposes. This may exclude any third party material (e.g. Music).
- The customer's requirements must be clearly provided to Maurice Spees Ltd. in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Maurice Spees Ltd and may incur further cost.
- A video program will only be publicly released by Maurice Spees Ltd once the customer approves all content as complete and satisfactory and confirms this in writing.
- A customer may terminate the contract at any time by written notice of termination.
- When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Maurice Spees unless any other written agreement is reached in advance.
- Maurice Spees reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.
- Maurice Spees cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.
- E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programs as long as it is acknowledged with a response.
- Maurice Spees will not commence work on any project until a signed purchase order or equivalent signed contract has been provided by the client.
- Any confidential or proprietary information which is acquired by Maurice Spees from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Maurice Spees will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

- Any Contract requiring the Company to work to specific Deadlines provided within the Brief Sheet will be deemed to include a proviso that the client will make themselves reasonably available to communicate with Maurice Spees, or any of Maurice Spees' Representatives. It is agreed that failure to comply with the Schedule, failure to be available for Agency / Client feedback may affect the Deadline and delay the Schedule.
- Maurice Spees office hours are 9.00 a.m. to 5.30 p.m. Monday to Friday unless notified otherwise.
- Any claims must be made in writing to Maurice Spees within 7 days of receipt of goods. If no claim is made within this period, the client is deemed to have accepted the goods at the agreed price.
- Maurice Spees shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to Maurice Spees, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.