

General Terms And Conditions

Tom Knol

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1. General

1.1 These terms and conditions apply to all quotations and agreements with Tom Knol. Deviations are only valid if agreed upon in writing.

1.2 Quotations are valid for one month and exclude VAT. Prices may change in the event of unforeseen changes to the work.

1.3 Assignments are confirmed in writing or considered agreed upon once the work has commenced.

1.4 The standard delivery time is approximately one month after commencement, unless otherwise agreed.

2. Execution

2.1 The creator will carry out assignments with care and keep the client informed of progress.

2.2 The client shall provide all necessary data and materials in a timely manner.

2.3 Unless otherwise agreed, permits and rights research are not included in the assignment.

2.4 Minor deviations in the final result are not grounds for rejection or compensation.

2.5 The assignment includes up to three revision rounds, unless otherwise agreed. Additional work will be invoiced separately.

3. Intellectual Property

3.1 All rights to the results remain with the creator, unless otherwise agreed.

3.2 Upon full payment, the client obtains a limited, non-exclusive license to use the result for the agreed purpose (such as online publication or internal communication).

3.3 Use of the result for other purposes or modifications without written consent is not allowed.

4. Fees and Costs

4.1 The fee may consist of a fixed amount, hourly rate, or another agreed-upon form of compensation.

4.2 Additional work due to incomplete or altered assignments will be charged separately.

4.3 In case of delays not caused by the creator, the client will reimburse any resulting costs.

4.4 For assignments over €5,000, a 50% deposit is required at the start of the project.

5. Payment

5.1 Payment must be made within 30 days of the invoice date.

5.2 In case of default, the client owes statutory interest and collection costs.

5.3 Ownership of delivered materials remains with the creator until full payment has been received.

6. Cancellation

6.1 In the event of cancellation, the client owes at least 30% of the remaining fee.

6.2 If canceled on the day of production, 100% of the agreed day rate is due.

6.3 If canceled within 24 hours prior to production, 50% of the day rate is due.

6.4 No costs will be charged if the cancellation is made earlier than 24 hours before the start.

6.5 In the event of the client's bankruptcy, the agreement may be terminated immediately.

7. Liability

7.1 The creator is only liable for direct damages caused by an attributable shortcoming.

7.2 Liability is limited to the total fee for the assignment, with a maximum of €5,000.

7.3 The creator is not liable for indirect damages, such as consequential damages, loss of profit, or reputational damage.

8. Other Provisions

8.1 All agreements are governed by Dutch law. Disputes shall preferably be resolved by mutual consultation.