

Terms of delivery

SKIPP-Marketing in Motion, having its registered office and its place of business in (1022 WV Amsterdam at Johan van Hasseltweg 4B, the Netherlands,

hereinafter referred to as: "SKIPP".

Clause 1. Definitions

1. For the purpose of these general terms and conditions the following is understood as:

SKIPP : SKIPP-Marketing in Motion;

client: the other party of SKIPP.

Clause 2. Applicability of these terms and conditions

1. These terms and conditions are applicable to each and every offer and each and every agreement between SKIPP and a client to which SKIPP declared these terms and conditions applicable, to the extent that the parties do not expressly deviate from these terms and conditions in writing.

2. The present terms and conditions are equally applicable to any and all agreements with SKIPP for the implementation of which third parties must be involved.

Clause 3. Offers

1. All our proposals are subject to contract, unless a term for acceptance is mentioned in the offer.

If additional activities are performed as a result of the offer, e.g. writing a complete or partial script or visiting multiple locations to examine the filming options, if multiple correction rounds are agreed on or the purchase of multiple images from an image database then these costs are not subject to contract of the offer.

2. The offers issued by SKIPP are subject to contract; they are valid for a period of 30 days, unless indicated otherwise. SKIPP is only bound by an offer if the acceptance thereof by the other party is confirmed in writing within 30 days.

3. The prices in the aforementioned offers are excluding VAT, unless indicated otherwise. Price changes and incorrectly indicated prices are always reserved.

4. SKIPP prepares its offers on the basis of a previously stipulated hourly rate or estimate of the required hours of work for project preparation, recording, design, creative brainstorming, editing, material use, and other project related matters. SKIPP determines these hours within reason. Yet it may occur that a client has additional wishes during the production that have not been included in the offer yet. These additional hours are charged on the basis of a fixed hourly rate in addition to the invoice amount stipulated in the offer, unless stipulated otherwise.

Clause 4. Implementation of the agreement

1. SKIPP shall implement the agreement to the best of its ability and knowledge and in accordance with the high standards and on the basis of the present state of the art.
2. If and to the extent that this is required for a proper implementation of the agreement SKIPP is entitled to have certain activities performed by third parties.
3. The client sees to it that any and all data of which SKIPP indicates that they are required or of which the client should within reason understand that they are required for the implementation of the agreement are supplied to SKIPP in a timely fashion. If the data required for the implementation of the agreement are not supplied to SKIPP in a timely fashion then SKIPP is entitled to suspend the implementation of the agreement and/or to charge the additional costs deriving from the delay to the client in accordance with the usual rates.
4. The user shall not be liable for damages, of any nature whatsoever, due to the fact that SKIPP departed from incorrect and/or incomplete data supplied by the client, unless the said incorrectness or incompleteness should have been known to the same.
5. If it is stipulated that the agreement is implemented in phases then SKIPP can suspend the implementation of the components that pertain to a subsequent phase until the client has approved the results pertaining to the preceding phase in writing.
6. SKIPP shall not be liable for the quality of the media supplied by the client.

Clause 5. Contract term; completion time

1. The agreement is concluded for an open term, unless the parties expressly stipulate otherwise in writing.
2. If a time is stipulated within the term of the agreement for the completion of certain activities then this shall never be a fatal deadline. If the completion time is exceeded the client must therefore give SKIPP written notice of default.

Clause 6. Change of the agreement

1. If it becomes apparent during the implementation of the agreement that it is required for a proper implementation to change or supplement the activities to be performed then the parties shall adjust the agreement accordingly in a timely fashion and in joint consultation.
2. If the parties agree that the agreement is changed or supplemented then the time of completion of the implementation may consequently be affected. SKIPP shall inform the client accordingly as soon as possible.

3. If changing or supplementing the agreement has financial and/or qualitative consequences then SKIPP shall inform the client accordingly in advance.
4. If a fixed fee is stipulated then SKIPP shall indicate to what extent changing or supplementing the agreement results in an overstepping of the said fee.
5. In derogation from subclause 3 SKIPP shall not charge additional costs if the change or supplement is the result of circumstances that can be imputed to the same.

Clause 7. Confidentiality

Both parties are held to observe confidentiality with regard to any and all confidential information that they receive from each other or from a different source within the framework of their agreement. Information is deemed to be confidential if this is communicated by the other party or if this derives from the nature of the information.

Clause 8. Intellectual property

1. Without prejudice to the provisions set forth in clause 7 of these terms and conditions SKIPP reserves the rights and authorities that are vested in the same pursuant to the Dutch Copyrights Act.
2. The client fully indemnifies SKIPP against claims of third parties regarding infringement of copyrights as a result of editing and designing to be performed by SKIPP for the benefit of the client and/or duplicating recordings, photos, and other media supplied by the same. Worldwide, infringement of copyrights is punishable as a felony.

Concepts, ideas, and proposals that are developed for the client fall under the copyright and formally and legally remain the property of SKIPP. In case of an infringement or abuse of the said copyright SKIPP shall hold the organization or person in question liable. The said liability has legal consequences. Any and all SKIPP productions are subject to copyright. A SKIPP production cannot be duplicated, reproduced or processed without consent of the maker, SKIPP. In agreement with SKIPP it is possible to buy out copyrights.

The client is, however, entitled to an unlimited worldwide right to use the production, unless stipulated otherwise.

3. SKIPP also reserves the right to use the knowledge increased through the performance of the activities for other purposes, to the extent that this does not imply that confidential information is communicated to third parties.

Clause 9. Termination

Both parties can terminate the agreement in writing at any time. The parties should in that case observe a notice period of at least 2 full calendar months.

Clause 10. Dissolution of the agreement

1. In the following instances the claims of SKIPP vis-à-vis the client immediately fall due:

- circumstances come to the knowledge of SKIPP after the conclusion of the agreement that give SKIPP good reason to fear that the client shall not comply with its obligations;

- if upon conclusion of the agreement SKIPP requested the client to provide security for compliance and the said security fails to materialize or is insufficient.

2. In the aforementioned instances SKIPP is authorized to suspend the further implementation of the agreement or to proceed with dissolution of the agreement, all without prejudice to the right of SKIPP to claim damages.

Clause 11. Defects; time limits for complaints

1. Complaints about the performed activities must be reported to SKIPP by the client in writing and by registered mail within 8 days after discovery after completion of the relevant activities, the latter subject to forfeiture of each and every claim.

2. If a complaint is justified then SKIPP shall perform the activities as stipulated, unless this has meanwhile demonstrably become useless to the client. The latter must be communicated by the client in writing.

3. If yet performing the stipulated services is no longer possible or useful then SKIPP shall only be liable up to the maximum amount invoiced for the contract, at least the part of the contract that the liability is related to.

Clause 12. Fee

1. Subclauses 2, 5, and 6 of this clause are applicable to proposals and agreements where a fixed fee is offered or stipulated. Subclauses 3 through 6 of this clause are applicable if a fixed fee is not stipulated.

2. Upon conclusion of the agreement the parties may agree on a fixed fee. The fixed fee is excluding VAT.

3. If a fixed fee is not stipulated then the fee shall be determined on the basis of the actually dedicated hours. The fee is calculated in accordance with the usual hourly rates of SKIPP, applicable during the period that the activities are performed, unless a different hourly rate is agreed on.

4. Potential cost estimates are excluding VAT (where applicable).

5. In case of contracts with a term of more than 1 month the payable costs shall be charged periodically.

6. If SKIPP agrees on a fixed fee or hourly rate with the client then SKIPP shall nonetheless be authorized to increase the said fee or rate. SKIPP can pass on price increases if SKIPP can demonstrate that significant price changes with regard to, for instance, wages or a price increase for used and purchased media occurred during the time of the offer and the time of the delivery.

Clause 13. Payment

1. Payment must take place in several installments. 50% before the start of the production, 25% before delivery, 25% 14 days after receipt of the final invoice, unless stipulated otherwise in the definitive confirmation.

2. After the expiry of 14 days after the date of the invoice the client shall be in default; as from the moment of default the client is liable to pay interest on the outstanding amount equal to 3% per month, unless the statutory interest is higher in which instance the statutory interest applies.

3. In case of liquidation, bankruptcy or suspension of payment of the client the claims of SKIPP and the obligations of the client vis-à-vis SKIPP shall immediately fall due.

4. Payments made by the client are first applied to payable interest and costs, then to claimable invoices that have been outstanding for the longest period of time, even if the client specifies that the payment is related to a later invoice.

Clause 14. Collection costs

1. If the client fails to comply with or is in default of one or more of its obligations then any and all reasonable costs in order to obtain satisfaction out of court shall be at the expense of the client. The client is in any case liable to pay:

- on the first € 3,000.00 15%;
- on the surplus up to € 7,000.00 10%;
- on the surplus up to € 15,500.00 8%;
- on the surplus up to € 70,000.00 5%;
- on the surplus 3%.

2. If SKIPP demonstrates to have incurred higher costs, which were within reason required, then these also qualify for reimbursement.

Clause 15. Liability

If SKIPP is liable then the said liability shall be limited as follows:

1. The liability of SKIPP, to the extent that it is covered by its liability insurance, is limited to the amount paid out by the insurer.
2. If the insurer does not proceed with payment or if damages are not covered by the insurance then the liability of SKIPP shall be limited to twice the invoice value of the contract, at least that part of the contract to which the liability is related.
3. In derogation from the provisions set forth above in subclause 2 of this clause the liability in case of a contract with a term exceeding six months is moreover limited to the fee payable over the last three months.
4. The limitations of liability included in these terms and conditions are not applicable if the damages can be imputed to intent or gross negligence of SKIPP or its subordinates.
5. SKIPP shall never be liable for consequential damages.
6. We do not accept liability for damages on account of claims of third parties.

Clause 16. Force majeure

1. For the purpose of these general terms and conditions force majeure is, in addition to what is understood as such by law and case law, understood as any and all external causes, foreseen or unforeseen, that the user cannot influence however as a result of which the user is unable to comply with its obligations. This includes industrial action at the company of SKIPP.
2. SKIPP is also entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after SKIPP should have already complied with its obligation.
3. During force majeure the obligations of SKIPP are suspended. If the period during which SKIPP cannot comply with its obligations as a result of force majeure has continued for more than 2 months then both parties are authorized to dissolve the agreement without being liable to pay damages.
4. If SKIPP has already partly complied with its obligations on the occurrence of the force majeure, or can only partly comply with its obligations, then it is authorized to invoice the already performed and/or the performable part separately and the client is liable to pay the said invoice as if it regards a separate contract. This is, however, not applicable if the already performed and/or the performable part has no independent value.

Clause 17. Dispute settlement

The district court in the country of SKIPP is exclusively competent to take cognizance of disputes, unless the sub-district court is competent. SKIPP is nonetheless entitled to summon the other party to appear before the statutorily competent court.

Clause 18. Travel and subsistence expenses

Any and all travel and subsistence expenses are qualified as additional costs and are not included in the offer. They are added separately to the final invoice.

Clause 19. Music and photo / video rights

Rights must be contributed for music, photos, and videos that are used in a production. Any and all music, photos, and videos offered and purchased by SKIPP include the buy out of the music rights, unless indicated otherwise.

Clause 20. Voice-over

Some productions use one or more voice-overs, or spoken voices. The costs of a voice-over fall under the additional costs and are added to the final invoice, unless stipulated otherwise.

Clause 21. Corrections and changes

After completion of the project you, as the client, are entitled to correction rounds (2) to implement changes. These corrections fall within the budget. After these stipulated rounds we shall implement the other corrections for an additional rate of € 85.00 per hour. SKIPP shall inform the client accordingly in the interim.

Clause 22. Promotion

SKIPP reserves the possibility of using materials for promotion purposes.

Clause 23. Applicable law

Dutch law is applicable to each and every agreement between SKIPP and the client.

Clause 24. Competent court

Potential disputes between the client and SKIPP, in respect of which the district court has subject matter jurisdiction, shall exclusively be settled by the district court in Alkmaar, without prejudice to the right of SKIPP to apply to the statutorily competent court.

Clause 25. Change and source of the terms and conditions

These terms and conditions were posted on our website.

Applicable is always the lastly posted version and/or the version applicable at the time of conclusion of the present contract.