

General Terms and conditions

Trijber Media is a trade name of Eventshoot.nl BV –
Chamber of Commerce (KvK) 64222519 – VAT
NL855572735B01

1. Definitions

- 1.1. For the purpose of these terms and conditions:
- 1.2. Contractor: Trijber Media, trade name of Eventshoot.nl BV, registered at De Zodde 5, 1231 MA Loosdrecht, the Netherlands.
- 1.3. Client: any natural or legal person who enters into an agreement with Trijber Media.
- 1.4. Services: all products and/or work delivered by Trijber Media, including (but not limited to) video production, photography, web design, content creation (including AI-assisted content), livestreaming, event registrations, and Content-as-a-Service (C.a.a.S.).
- 1.5. C.a.a.S.: a recurring subscription model under which Trijber Media develops, produces, and delivers content.
- 1.6. Single Production: a one-time assignment for the delivery of content.
- 1.7. Agreement: any verbal, written, or digital arrangement between the Contractor and the Client.

2. Applicability

- 2.1. These terms and conditions apply to all offers, agreements, and deliveries of services and products by Trijber Media, unless otherwise agreed in writing.
- 2.2. The general purchase or other terms of the Client are expressly rejected, unless explicitly accepted in writing by Trijber Media.

3. Quotations and Assignments

- 3.1. Quotations are non-binding and valid for 30 days, unless otherwise stated.
- 3.2. An agreement is concluded once Trijber Media has confirmed the assignment in writing or by email.
- 3.3. Changes to the assignment may lead to adjustments of the agreed price and planning.

4. Execution of Services

- 4.1. Trijber Media will execute the agreement to the best of its knowledge and ability, in line with professional industry standards.
- 4.2. The Contractor is entitled to engage third parties in performing the assignment.
- 4.3. The Client must ensure timely and complete provision of all required materials, texts, information, and access to locations.

5. Base Location, Working Hours & Travel Time

- 5.1. The base location is Loosdrecht.
- 5.2. Working time starts upon departure from the base location and ends upon return.
- 5.3. Hours are rounded up to the nearest quarter hour.
- 5.4. Travel time is charged as working time, unless otherwise agreed in writing.

6. Rates and Payment

- 6.1. Rates are agreed in advance and confirmed in writing.
- 6.2. On public holidays a surcharge of 50% applies (New Year's Day, Easter, King's Day, Liberation Day, Ascension Day, Pentecost, Christmas, New Year's Eve from 17:00).

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- 6.3. Invoices must be paid within 14 days of invoice date, unless otherwise agreed in writing.
- 6.4. In the event of late payment, the Client will be in default and statutory interest plus a 10% surcharge per week may be charged, in addition to collection costs.

7. Cancellation and Amendments

- 7.1. Single productions:
- 7.2. Cancellation 48–24 hours before start – 75% due.
- 7.3. Cancellation <24 hours – 100% due.
- 7.4. Multi-day assignments:
- 7.5. Cancellation <7 days before start – 75% of total due.
- 7.6. Cancellation during execution – 100% of remaining days due.
- 7.7. C.a.a.S. assignments: see C.a.a.S. Annex.

8. Travel Expenses and Location Provisions

- 8.1. Travel and accommodation expenses will be charged at €0.35 per kilometer from the base location, or based on actual costs for air travel, hotel stays, and additional expenses.
- 8.2. The Client must provide a safe, dry, and technically suitable workplace with a large worktable, chairs, power supply, and access to required facilities.

9. Delivery, Revisions and Acceptance

- 9.1. Delivery terms are agreed in consultation and confirmed in writing.
- 9.2. The Client is entitled to one revision round per production; additional revisions will be invoiced separately.

- 9.3. If no comments are made within 7 days of delivery, the delivery is deemed accepted.

10. Intellectual Property

- 10.1. All content produced by Trijber Media remains its property until full payment has been received.
- 10.2. Upon payment, the Client obtains a non-exclusive right to use the content for the agreed purposes.
- 10.3. Re-use, editing, or transfer to third parties is only permitted with prior written consent.

11. Liability and Force Majeure

- 11.1. Trijber Media is not liable for indirect or consequential damages.
- 11.2. In cases of force majeure (including illness, technical failures, weather conditions), execution may be suspended or cancelled without liability for damages.
- 11.3. In case of unavailability, Trijber Media will, where possible, arrange suitable replacements.

12. Confidentiality

- 12.1. Both parties are obliged to maintain confidentiality regarding any confidential information obtained within the scope of the assignment.

13. Governing Law and Jurisdiction

- 13.1. All agreements are governed by Dutch law.
- 13.2. Disputes will be submitted exclusively to the competent court in the district where Trijber Media is registered.

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Annex – (C.a.a.S.)

Content-as-a-Service (C.a.a.S.)

1. Definitions

- 1.1. Subscription: an agreement under which Trijber Media delivers content periodically for a fixed fee per period.
- 1.2. Content Cycle: the period in which content is produced, edited, and delivered (e.g., monthly, bi-weekly, or weekly).
- 1.3. Production Day: the day on which recordings or other forms of content creation take place.
- 1.4. Delivery: the digital handover of finished content or its publication online.

2. Term and Termination

- 2.1. A C.a.a.S. subscription has a minimum term of one year, unless otherwise agreed in writing.
- 2.2. After expiry, the subscription will automatically be renewed for the same period, unless either party terminates in writing with two months' notice before the end of the current period.
- 2.3. Already scheduled production days within the notice period will be fully charged.
- 2.4. At the start of each renewal period, Trijber Media may index rates based on CBS or a comparable objective measure, up to a maximum of 5% per renewal year, unless otherwise agreed in writing.

3. Planning and Execution

- 3.1. All production dates are scheduled in advance for the full subscription term.
- 3.2. Changes requested by the Client must be submitted in writing at least 20 working

days (approx. 1 month) before the production day.

- 3.3. Changes or cancellations between 20 and 7 working days before the production day will be charged at 50% of the agreed fee, excluding non-refundable costs such as flights, hotels, or other booked expenses.
- 3.4. Changes or cancellations within 7 working days will be charged at 100% of the agreed fee, including any already incurred costs.
- 3.5. In case of force majeure (as defined in the General Terms), a new production date will be set. Unavoidable external costs remain the responsibility of the Client.

4. Content and Submission

- 4.1. The Client is responsible for timely submission of scripts, briefings, visuals, name lists, location details, and other relevant materials.
- 4.2. Changes to scripts or content less than 24 hours before the production day may result in extra costs and/or delayed delivery.
- 4.3. Trijber Media advises appointing one fixed contact person per Client for coordination and approvals.

5. Delivery and Revisions

- 5.1. One revision round per content cycle is included.
- 5.2. Revisions must be submitted in writing within 5 working days after delivery.
- 5.3. Additional revisions or changes outside the agreed cycle will be invoiced separately.

6. Use and Rights

- 6.1. All content produced by Trijber Media remains its property until full payment has been received.

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- 6.2. After payment, the Client has the right to use the content for its own marketing and communication purposes.
- 6.3. Content may not be sold, rented, or licensed to third parties without written consent.

7. Rates and Payment

- 7.1. Subscription rates are agreed in advance and remain fixed for the duration of the term, unless otherwise agreed in writing.
- 7.2. Payment is due monthly in advance, unless otherwise agreed.
- 7.3. Rates include: production day(s), editing, delivery in agreed formats, and up to two revision rounds.

8. Suspension in Case of Non-Payment

- 8.1. In the event of payment arrears, Trijber Media is entitled to suspend execution of the subscription until payment has been made.
- 8.2. Suspension does not release the Client from the obligation to pay the full subscription fee for the agreed term.

9. Final Provisions

- 9.1. For all matters not specifically covered in this Annex, the provisions of the General Terms and Conditions of Trijber Media remain fully applicable.