



General Terms & Conditions

ARTICLE 1: DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions apply:

Copyright Act

The Dutch Copyright Act 1912 (Auteurswet 1912), as amended from time to time.

Media

All photographic, videographic, audio, and digital recordings created by the Service Provider in connection with the Agreement, including but not limited to raw footage, edited films, preview films, digital downloads, online galleries, and any other digital deliverables.

Service Provider

Charmaine Maat, trading under the name Maine Captures.

Client

The natural person(s) entering into the Agreement with the Service Provider.

Offer

Any quotation, proposal, package, price indication, or other offer made by the Service Provider.

Agreement

The agreement concluded between the Service Provider and the Client regarding the provision of wedding videography services.

Cancellation

The termination of the Agreement by either party before the agreed wedding date.

In Writing

Communication by email or any other electronic means that allows the identity of the sender and the authenticity of the communication to be reasonably established.

Use

Any reproduction, publication, distribution, sharing, copying, editing, or other use of the work as defined under the Dutch Copyright Act.

Force Majeure

Circumstances beyond the reasonable control of the Service Provider, including but not limited to illness, accidents, natural disasters, government measures, war, strikes, pandemics, transportation disruptions, equipment failure that cannot reasonably be remedied, or other unforeseen events preventing the performance of the Agreement.

ARTICLE 2: APPLICABILITY

2.1. These General Terms and Conditions apply to all offers, quotations, package guides, invoices, agreements, and all legal relationships between the Service Provider and the Client, unless expressly agreed otherwise in writing.

2.2. By entering into the Agreement, the Client acknowledges having received these General Terms and Conditions and agrees to be bound by them.

2.3. In the event of any inconsistency between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.

2.4. Any deviations from or additions to these General Terms and Conditions shall only be valid if agreed upon in writing by both parties.

2.5. The applicability of the Client's own general terms and conditions, if any, is expressly excluded.

ARTICLE 3: OFFERS, BOOKING, AND PAYMENT SCHEDULE

3.1. All offers, quotations, package guides, and price indications issued by the Service Provider are non-binding and remain valid for the period stated in the offer. If no validity period is specified, the Service Provider reserves the right to withdraw or amend an offer at any time before the Agreement has been signed by both parties.

3.2. A booking is only considered confirmed once:

- the Agreement has been signed by both parties; and
- the required payment as specified by the Service Provider has been received.

For bookings made more than one (1) month before the wedding date, the required payment consists of a non-refundable retainer equal to 25% of the total package price.

For bookings made within one (1) month of the wedding date, the full package price is due immediately, of which the first 25% shall be deemed the non-refundable retainer.

Until these conditions have been met, the Service Provider reserves the right to accept another booking for the same date.

3.3. The remaining balance must be paid in full no later than one (1) month prior to the wedding date, unless otherwise agreed in writing.

3.4. If any payment is not received by the applicable due date, the Service Provider reserves the right to suspend performance of the Agreement, withhold delivery of the agreed deliverables, or terminate the Agreement. The Service Provider shall not be liable for any resulting inability to perform the agreed services.

3.5. The first 25% of the agreed package price constitutes the non-refundable retainer. The retainer is earned upon receipt in consideration of reserving the agreed wedding date and declining other work for that date. It is therefore non-refundable, except where the Agreement is terminated due to circumstances solely attributable to the Service Provider.

3.6. All prices stated by the Service Provider include VAT and standard travel costs within the Netherlands and Belgium, unless otherwise specified in the Agreement or quotation.

ARTICLE 4: INVOICING AND PAYMENT

4.1. The Service Provider shall issue invoices electronically unless otherwise agreed in writing.

4.2. All invoices must be paid by the due date stated on the invoice. Payment shall be made in full and without deduction, set-off, or suspension.

4.3. The Client is responsible for ensuring that payments are received by the Service Provider on or before the applicable due date.

4.4. If payment has not been received by the due date, the Client shall be deemed in default without further notice. The Service Provider reserves the right to suspend performance of the Agreement, withhold delivery of any materials, or terminate the Agreement until all outstanding amounts have been paid.

4.5. The Service Provider is under no obligation to deliver Wedding Teaser, Highlight Film, Ceremony Edit, Speeches Edit, Feature Film, Raw Footage, online galleries, or any other agreed deliverables until all outstanding invoices have been paid in full.

4.6. Any costs reasonably incurred by the Service Provider in recovering overdue payments, including statutory interest and collection costs permitted under applicable Dutch law, shall be borne by the Client.

ARTICLE 5: CANCELLATION, POSTPONEMENT AND FORCE MAJEURE

5.1. The Client shall provide all information reasonably required by the Service Provider to perform the Agreement. If the Client repeatedly fails to do so or otherwise prevents the proper execution of the Agreement, the Service Provider reserves the right to suspend or terminate the Agreement in writing.

Cancellation by client

5.2. The Client may cancel the Agreement at any time by notifying the Service Provider in writing.

In the event of cancellation, the following compensation shall become immediately due:

- the 25% booking retainer is always non-refundable;
- cancellation more than 6 months before the wedding date: no additional amount is due beyond the retainer;
- cancellation within 6 months before the wedding date: 50% of the total agreed package price is due;
- cancellation within 3 months before the wedding date: 75% of the total agreed package price is due;
- cancellation within 1 month before the wedding date: 100% of the total agreed package price is due.

These amounts represent a reasonable estimate of the losses incurred by the Service Provider, including the reservation of the wedding date, preparation, administrative work, and lost booking opportunities.

Postponement

5.3. If the Client wishes to postpone the wedding, the Client shall notify the Service Provider in writing as soon as reasonably possible. The Service Provider will make reasonable efforts to accommodate the new wedding date, subject to availability.

If the Service Provider is available on the new date, the Agreement shall remain in force and all payments already made, including the booking retainer, shall be transferred to the rescheduled wedding date. No additional booking

retainer shall be required.

If the Service Provider is unavailable on the proposed new date, the postponement shall be deemed a cancellation by the Client, and Article 5.2 shall apply.

5.4. If the rescheduled wedding takes place in a different calendar year, the Service Provider reserves the right to adjust the remaining balance to reflect the Service Provider's pricing applicable at the time of the new wedding date. Any payments already made shall be credited towards the updated package price.

Force Majeure

5.5. If the Service Provider is prevented from performing the Agreement due to force majeure, including but not limited to serious illness, accident, family emergency, natural disaster, government restrictions, transportation disruptions, or other circumstances beyond the Service Provider's reasonable control, the Service Provider shall make reasonable efforts to arrange a suitable replacement of comparable quality.

5.6. If no suitable replacement can reasonably be arranged, the Agreement shall be terminated. The Service Provider shall refund any payments received for services that cannot be provided. The Service Provider's liability shall in all circumstances be limited to the total amount paid by the Client under the Agreement.

ARTICLE 6: EXECUTION OF THE ASSIGNMENT

6.1. The Service Provider shall perform the Agreement to the best of their professional ability, exercising reasonable care, skill, and artistic discretion in accordance with the Service Provider's documentary and cinematic storytelling style.

6.2. The Client shall provide all information reasonably required for the proper execution of the Agreement and shall ensure that the Service Provider has reasonable access to the locations, schedule, and persons necessary to perform the services. Where applicable, the Client shall inform venues, planners, celebrants or officiants, and other relevant parties of the Service Provider's presence and role.

6.3. The Service Provider retains full artistic and editorial discretion regarding filming, editing, colour grading, sound design, music selection, sequencing, pacing, and the final creative presentation of all deliverables.

6.4. The Client is entitled to one (1) round of reasonable revisions to the delivered highlight film, provided such request is submitted in writing within seven (7) days after delivery. Minor corrections to factual errors, such as misspelled names or incorrect dates, reported within this period will be corrected free of charge. Revision requests that alter the artistic style of the film or require substantial re-editing may be declined. Any additional revision rounds or revisions exceeding the scope of a reasonable revision shall be charged at the Service Provider's standard editing rate of €85 per hour (including VAT), unless otherwise agreed in writing.

6.5. The wedding teaser (approximately one minute) is typically delivered within one (1) week after the wedding. All remaining deliverables are typically delivered within three (3) to four (4) months after the wedding date. These delivery periods are estimates and may be affected by workload, illness, force majeure, or other unforeseen circumstances.

6.6. The Service Provider works in a documentary storytelling style, capturing the wedding day as it naturally unfolds. The Client acknowledges that wedding videography involves documenting live events, and that certain moments

may occur only once or be influenced by circumstances beyond the Service Provider's reasonable control. While the Service Provider will make every reasonable effort to capture the key moments of the wedding day, no guarantee is given that every individual, moment, decoration, speech, requested detail, or spontaneous event will be recorded or appear in the final film.

6.7. The Service Provider shall not be liable for reduced image or audio quality, missed footage, or incomplete coverage resulting from circumstances beyond the Service Provider's reasonable control, including but not limited to:

- venue restrictions;
- poor lighting or adverse weather conditions;
- restrictions imposed by officiants, venues, planners, or other suppliers;
- guest interference;
- technical limitations of third-party sound systems;
- delays or changes to the wedding schedule.

6.8. Drone footage will only be captured where legally permitted and where weather conditions, safety considerations, and local regulations reasonably allow. The absence of drone footage shall not constitute a breach of the Agreement.

6.9. For weddings with coverage extending over a meal period, the Client shall provide the Service Provider (and any second videographer, where applicable) with a vendor meal and reasonable time to consume it.

ARTICLE 7: COPYRIGHT AND USE OF THE FILMS

7.1. All copyrights and other intellectual property rights in the films, photographs, audio recordings, edits, and other works created by the Service Provider remain the exclusive property of the Service Provider in accordance with the Dutch Copyright Act.

7.2. Upon full payment, the Client receives a non-exclusive, perpetual licence to download, store, view, and share the delivered films for personal, non-commercial use. The Client may share the delivered films with family and friends and publish them on personal websites and personal social media accounts.

7.3. The Client shall not sell, commercially exploit, license, or otherwise use the delivered material for commercial purposes without the prior written consent of the Service Provider.

7.4. The Client shall not substantially edit, alter, apply filters to, remove watermarks from, or otherwise modify the delivered films without the prior written consent of the Service Provider. Minor cropping or platform-specific formatting for personal social media use is permitted.

7.5. Unless otherwise agreed in writing in the Agreement, the Service Provider reserves the right to use the delivered material for the Service Provider's portfolio, website, blog, social media channels, publications, competitions, educational purposes, and other promotional activities relating to the Service Provider's business. The Client's preference regarding the public use of their wedding, as recorded in the Agreement, shall always be respected.

7.6. The Service Provider may authorise third parties to publish or display the work solely for promotional purposes relating to the Service Provider's business, unless otherwise agreed in writing.

7.7. The Client is encouraged, but not obliged, to credit Maine Captures when publishing the delivered films online.

7.8. Any unauthorised commercial use or other infringement of the Service Provider's copyright or intellectual property rights may result in a claim for compensation. The Service Provider reserves the right to charge a reasonable licence fee for any unauthorised use, without prejudice to any other rights or remedies available under applicable Dutch law.

7.9. Unless explicitly purchased as a separate add-on or otherwise agreed in writing, the Agreement includes only the final edited deliverables specified in the Agreement. The Service Provider's original camera footage, separately recorded audio files, project files, editing timelines, licensed music, and other production assets shall not be delivered.

If the Client purchases the Raw Footage Add-on, the Service Provider will deliver the original camera footage as recorded during the wedding day. The Raw Footage Add-on includes camera footage only and does not include separately recorded audio files, project files, editing timelines, licensed music, audio synchronisation, editing, or any other post-production work, unless expressly agreed otherwise in writing.

7.10. The Service Provider will retain the original project files and recorded source material for a minimum period of twelve (12) months after final delivery. After this period, the Service Provider may permanently delete these files without prior notice.

ARTICLE 8: LIABILITY

8.1. The Service Provider shall perform the Agreement with reasonable care and professionalism. Except in cases of intent or wilful misconduct, the Service Provider's liability for any direct damages arising from the performance of the Agreement shall be limited to the total amount paid by the Client under the Agreement.

8.2. The Service Provider shall not be liable for indirect or consequential damages, including but not limited to emotional distress, loss of enjoyment, loss of income, or any other consequential loss arising from the performance or non-performance of the Agreement.

8.3. The Service Provider takes reasonable precautions to safeguard all recorded material through professional backup procedures, including the use of redundant storage where reasonably practicable. However, the Service Provider shall not be liable for the loss, corruption, or damage of recorded material resulting from circumstances beyond the Service Provider's reasonable control, including but not limited to equipment malfunction, storage media failure, theft, fire, natural disasters, or other unforeseen events.

8.4. The Service Provider shall not be liable for differences in colour, brightness, contrast, sharpness, or overall appearance caused by uncalibrated screens, printers, laboratories, or other third-party devices used to view or reproduce the delivered material.

8.5. The Client shall make reasonable efforts to ensure that the Service Provider is able to perform the agreed services in a safe and respectful working environment. The Service Provider reserves the right to suspend or terminate the performance of the Agreement, without liability, if the safety of the Service Provider, its employees, assistants, subcontractors, or second videographers, or their equipment is threatened by aggressive behaviour, harassment, unlawful instructions, dangerous conditions, or any other circumstance that poses a reasonable risk.

8.6. Any person who intentionally, negligently, or recklessly causes damage to or loss of the Service Provider's equipment, accessories, or other property may be held liable for the reasonable costs of repair or replacement in accordance with applicable Dutch law.

8.7. The Service Provider shall not be liable for any interruption or inability to perform the Agreement resulting from damage to, theft of, or failure of equipment caused by circumstances beyond the Service Provider's reasonable control. In such circumstances, the Service Provider shall make reasonable efforts to continue performing the Agreement using replacement equipment where reasonably possible.

8.8. Nothing in these General Terms and Conditions shall exclude or limit the Service Provider's liability where such exclusion or limitation is not permitted under applicable law.

ARTICLE 9: COMPLAINTS

9.1. The Client shall notify the Service Provider in writing of any complaint regarding the performance of the Agreement, the delivered services, or an invoice as soon as reasonably possible, and in any event within fourteen (14) days after delivery of the relevant deliverable or invoice.

9.2. The Client shall provide a clear description of the complaint together with any relevant information reasonably required for the Service Provider to assess the matter.

9.3. The Service Provider shall make reasonable efforts to investigate and, where appropriate, resolve a valid complaint within a reasonable period.

9.4. The submission of a complaint does not suspend or postpone the Client's payment obligations under the Agreement.

9.5. The submission of a complaint does not entitle the Client to terminate the Agreement or claim compensation unless the Service Provider has materially failed to fulfil its contractual obligations under applicable Dutch law.

9.6. This Article does not extend, replace, or otherwise affect the revision procedure set out in Article 6.4. Requests to revise delivered films remain subject to the conditions and time limits specified in that Article.

ARTICLE 10: AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

10.1. The Service Provider reserves the right to amend or update these General Terms and Conditions at any time.

10.2. Any amendments shall apply only to Agreements concluded after the amended General Terms and Conditions have been published or provided to the Client, unless otherwise agreed in writing by both parties.

10.3. The version of the General Terms and Conditions in force on the date the Agreement is concluded shall remain applicable for the duration of that Agreement.

ARTICLE 11: FINAL PROVISIONS

11.1. If any provision of these General Terms and Conditions is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced, where possible, by a valid provision that most closely reflects the original intent.

11.2. These General Terms and Conditions, the Agreement, and all legal relationships between the Service Provider and the Client shall be governed exclusively by the laws of the Netherlands.

11.3. Any disputes arising out of or in connection with the Agreement or these General Terms and Conditions shall, in the first instance, be resolved through mutual consultation. If the parties are unable to reach an amicable solution, the dispute shall be submitted to the competent court in the district where the Service Provider has its registered place of business, unless mandatory law provides otherwise.

11.4. The Service Provider processes personal data in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR). Personal data shall be used solely for the performance of the Agreement and related business activities, unless otherwise required or permitted by law. More information can be found in the Service Provider's Privacy Policy available at: <https://mainecaptures.com/privacy-policy>.

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