

USAGE & COPYRIGHT

This appendix is an integral part of the quotation, order confirmation, and invoice. It describes the usage rights for images and designs: for which period, in which region, and through which channels you may use them. Clear agreements beforehand ensure a pleasant collaboration and prevent misunderstandings if an image is later used elsewhere.

YOU DON'T BUY WORK, YOU BUY USAGE RIGHTS.

The copyright for all created works - photos, videos, audio, and designs (including logos, corporate identity, and marketing materials) - remains with Nick Frens Studio and is not transferred (Copyright Act art. 1). What you purchase is a defined right to use that work: for a specific period, in a specific area, and through certain channels. If you want to own a design outright (for example, a logo or brand), choose a buyout - see the pricing table.

Where "images" is mentioned below, it also refers to video and audio, unless stated otherwise.

01. APPLICABILITY AND AGREEMENT

These terms apply to every assignment given to Nick Frens Studio. The client agrees at the first of the following moments:

upon accepting the quote;
upon confirming the assignment in writing or by email;
or, in the absence of that, upon receiving or using the delivered images and upon payment of the invoice.

This appendix is not signed separately. Deviations only apply if they have been agreed upon in writing and are stated in the quote or assignment confirmation.

02. WHAT IS INCLUDED AS STANDARD

With every commercial assignment, you receive a non-exclusive usage right:

- Duration 2 years from the date of delivery
- Area The Netherlands
- Channels own website
own social media channels
own printed material
internal communication
press releases

03. WHAT IS NOT INCLUDED

With every commercial assignment, you receive a non-exclusive usage right:

- paid advertisements and sponsored placements
- third-party platforms, such as delivery, reservation, or booking platforms use by parent companies, franchisees, or sister companies
- outdoor advertising, packaging, and product decoration resale, sublicensing, or transfer to third parties
- no use after the license period ends.

The rates for these applications are stated at the bottom of this appendix.

04. NAME MENTION

When used editorially and on social media, the creator is credited as "(c) Nick Frens" or "@nickfrens" (Copyright Act art. 25 para 1 sub a). Credit is not required for use in one's own commercial expressions where name mention is unusual.

05. EDITING

Color correction, cropping within the existing composition, and scaling of visual material are permitted.

For video, additionally: the delivered file is to be used unchanged. Re-editing, shortening into separate fragments, remixing, or reusing visual or audio parts in another production occurs only after consultation. For designs (logo, corporate identity), use the provided files unchanged; modifications to the design occur after consultation.

Significant editing is not allowed without prior consultation. This includes, in any case: removing or adding elements, color or mood filters that fundamentally change the image, merging with other visual material, and combining with logos or text that creates the impression of a different creator. Placement in a context that could harm the reputation of the creator or the portrayed individual also occurs only after consultation (Copyright Act art. 25 para 1 sub c and d).

06. UNEDITED FILES

RAW files, raw video recordings, and project files (editing, color grading) are not provided. Selection, editing, and post-production are part of the delivered work and are not available separately. The final result is delivered in the agreed formats and resolution.

07. PORTRAIT RIGHTS

For individuals recognizable in the image, consent from the portrayed person is required (Copyright Act art. 19 to 21). This applies to both still and moving images, as well as to recognizable recorded voice or name. The client arranges this consent for their own employees, guests, and visitors and indemnifies Nick Frens Studio against claims in this regard.

Nick Frens Studio showcases delivered images in its portfolio and own promotion (see article 09). For recognizable individuals in commissioned portraits, consent is requested during the shoot. If not granted, those images will not be published by the creator.

08. MUSIC AND AUDIO

If a video production contains music, sound effects, or voice-over, then:

- Nick Frens Studio delivers standard with royalty-free or properly licensed music, for use within the agreed channels.

- The music license only applies to those channels. Broader use - such as paid advertisements, television, or cinema - may require an additional (sync) license. Those costs are not included in the production fee.
- If the client provides music or audio themselves, they are responsible for the necessary rights and indemnify Nick Frens Studio against liability in that regard.

09. PERSONAL USE BY THE CREATOR

Nick Frens Studio retains the right to display the work in its portfolio, on its own website, and in its promotional materials at all times — even after a buyout, and in accordance with article 07. If publication is temporarily undesirable for the client, an embargo can be agreed upon.

10. PAYMENT, START DATE, AND TERM

Payment is due within 14 days of the invoice date. In case of delay, the client is automatically in default and is liable for statutory commercial interest (art. 6:119a BW) and collection costs in accordance with the Collection Costs Act (WIK).

The usage rights commence upon delivery, provided that the invoice is fully paid by the due date. If payment is not made on time, the usage rights will be revoked retroactively until full payment is received, and publication during that period is not permitted.

11. USE BEYOND THE LICENSE

For any use that falls outside the defined license, the corresponding licensing fee per type of extension is due (see the rate table), calculated from the first day of unauthorized use. For ongoing use, the fee applies per commenced year.

Additionally, an immediately payable compensation of 200% of the calculated license amount is due, due to lost income and costs of detection, determination, and administration, with a minimum of €250 per image. This compensation does not affect the right to full damages.

12. CANCELLATION

Cancellation can be done in writing or by email. The following applies:

- up to 7 days before the agreed date: free of charge
- 7 to 2 days before: 50% of the contract sum
- within 48 hours: 100% of the contract sum

Any costs already incurred (location, rental, preparation) will be charged in all cases. In case of rescheduling by mutual agreement, these percentages will be waived, provided a new date is set within three months.

13. LIABILITY

The liability of Nick Frens Studio is limited to the invoice amount of the relevant assignment. Nick Frens Studio is not liable for indirect damage or consequential loss. In the event of force majeure — including illness, equipment failure, or unworkable conditions on site — a new date will be sought in consultation without either party being liable for damages.

14. ARCHIVE

Nick Frens Studio makes an effort to retain delivered images for two years, but is not liable for loss after delivery. The client is advised to make their own backup. After two years, images can only be obtained again upon request and if still available.

14. RECORDING PER ASSIGNMENT

The license applicable to a specific assignment - duration, territory, channels, exclusivity, and any buyout - is stated in the quotation or invoice. If nothing is mentioned, the standard license from article 02 applies in full.

EXTENSION OF THE LICENSE

The standard license from article 02 applies to the vast majority of assignments: two years, Netherlands, own channels. If usage grows beyond that, the license grows accordingly. Each extension is a percentage of the production fee, so the price adjusts with the size of the assignment. It is preferable to arrange an extension in advance, but it can also be done later, as long as the usage remains within the agreement.

All rates are a percentage of the production fee: the amount of the assignment itself, excluding add-ons, travel costs, and VAT. Amounts are exclusive of 21% VAT and are calculated per assignment and specified in the quote.

Extension — 20% [per year]

Continuation of the existing license.

Area extension — 25%

Outside the Netherlands, up to worldwide.

Media extension — 30%

Paid advertisements and third-party platforms.

Exclusivity within the industry — 50% [per year]

The work is not licensed to direct competitors.

Buyout [non-exclusive] — 2.5 x production fee

Unlimited in time, all media, worldwide. The creator may continue to use and license the work themselves.

Buyout [exclusive] — 4 x production fee

Unlimited in time, all media, worldwide. Exclusively for the client; the creator retains only portfolio use.

WHAT A BUYOUT IS NOT

A buyout is an unlimited usage right, not a transfer of copyright. Transfer requires a separate deed (Copyright Act art. 2 para. 3) and is not included in these rates. Moral rights remain with the creator in any case (Copyright Act art. 25).