

Business clients only

Terms & Conditions

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Draft for review. Business details and commercial arrangements are being finalised. The text and translations have not yet been legally reviewed.

The Dutch text prevails unless otherwise agreed in writing and to the extent permitted by law.

1. Business and applicability

- 1.1 Yacht Promo is established in the Netherlands, registered with the Netherlands Chamber of Commerce under number 94397457, and can be contacted at info@yachtpromo.com.
- 1.2 These terms apply to quotations and agreements for video production, image editing and related services supplied by Yacht Promo to clients acting in the course of their trade or profession.
- 1.3 Yacht Promo supplies the applicable version before the agreement is concluded, in a form the client can retain. In case of conflict, individually agreed written provisions take precedence over these terms.
- 1.4 The client's differing terms apply only if Yacht Promo expressly accepts them in writing. Where previously supplied purchasing terms are referenced, the parties determine which terms apply before commissioning the work.
- 1.5 "In writing" includes email. Changes to these terms apply to existing assignments only by agreement between the parties.

2. Quotation and assignment

- 2.1 The quotation specifies the work, price, payment arrangements, intended delivery, video length, formats and any included music, text or voice-over. Revision rounds are not offered. Quotations remain valid for 14 days unless stated otherwise.
- 2.2 The agreement is concluded when the quotation is accepted in writing within its validity period. Acceptance containing changes creates an agreement only after Yacht Promo confirms those changes in writing.
- 2.3 A contact enquiry or sharing a listing does not in itself constitute a paid assignment.
- 2.4 Yacht Promo starts production after receiving the agreed advance payment, suitable source material and the required instructions and permissions.

3. Service and quality

- 3.1 Yacht Promo creates promotional films from existing photography and any other agreed source material. AI tools may be used for animation, movement and image editing.
- 3.2 The result is edited marketing content. Generated movements and transitions are not a record of an actual filmed event or a technical inspection of the yacht.

- 3.3** Yacht Promo performs the work with due care and checks the result for visible errors and discrepancies with the supplied material. Known material inaccuracies in, for example, hull, layout, names or logos are corrected, removed or resolved with the client before final delivery.
- 3.4** If an image proves unsuitable, Yacht Promo proposes an alternative, a different edit or an adjustment to the assignment. A material change to the price or agreed result requires written approval.
- 3.5** Yacht Promo does not guarantee sales, charters, reach, revenue or acceptance by a particular publishing platform.
- 3.6** New photography, additional versions, source projects and publishing on the client's behalf are included only if agreed in writing.
- 3.7** Within the agreed brief, Yacht Promo has creative freedom in execution. A personal preference not agreed in advance does not, by itself, constitute a failure to perform. Yacht Promo does not promise an exact reproduction of a sample film or the complete absence of minor AI artefacts. This does not affect the agreed quality or the checks for material inaccuracies in paragraph 3.

4. Source material and third-party rights

- 4.1** The client supplies usable material and accurate information about the yacht, the intended message and publication channels in good time, and appoints one contact authorised to consolidate feedback and approve the result.
- 4.2** The client warrants that it holds the rights, licences and permissions needed to use the material it supplies or specifically designates for this assignment. Where relevant, this includes copying, editing, AI animation, processing by the agreed external services and publication through the agreed channels. This warranty covers photographers' and other creators' rights, portrait rights and necessary permissions for trademarks, music and text. Ownership of the yacht, a listing or a photo file does not in itself establish those rights.
- 4.3** For performance of the assignment, the client grants Yacht Promo a limited licence, including necessary processing by engaged service providers within the agreed arrangements. Rights in the source material remain with their respective holders.
- 4.4** Restrictions, embargoes, required credits and confidential elements must be disclosed in writing before production. Yacht Promo may request evidence of permission and suspend the affected work where there is reasonable doubt about rights.
- 4.5** The client indemnifies Yacht Promo against third-party claims to the extent they arise from a breach of the warranty in paragraph 2, inaccurate information or unlawful instructions from the client. This includes damages payable and reasonable, documented legal assistance and defence costs. It does not apply to the extent the claim results from Yacht Promo's own attributable failure, use outside the permission granted, or an infringement independently introduced by Yacht Promo. Yacht Promo's liability cap in article 13 does not limit this obligation of the client.
- 4.6** In the event of a claim, the parties notify each other as soon as possible, preserve relevant evidence and consult on the defence. Yacht Promo may take reasonable urgent measures to limit damage. An admission of liability or settlement at the client's expense requires the client's written consent, which must not be unreasonably withheld.
- 4.7** On request, the client provides evidence of the required rights before processing. Yacht Promo need not independently investigate the full chain of rights but must not disregard clear indications of missing rights. In the event of a substantiated rights claim or reasonable doubt, Yacht Promo may temporarily stop the affected use or delivery. If continuation proves impossible, costs resulting from the client's breach are settled under article 11.

5. AI, confidentiality and personal data

- 5.1** Yacht Promo may use external services for generation, editing, file transfer and storage. Yacht Promo remains responsible for its own contractual obligations and makes appropriate arrangements with engaged parties.
- 5.2** The parties treat non-public information whose confidential nature is apparent as confidential. It is shared only as necessary for the assignment or as legally required, with appropriate protection. The confidentiality obligation survives termination of the agreement.
- 5.3** Before processing confidential material or personal data with external AI services, Yacht Promo establishes whether the service, settings and contractual arrangements are suitable. If this cannot be established, that material is not processed through that service and the parties discuss an alternative.
- 5.4** Yacht Promo does not use client material to train its own models. If an intended provider may use material for its own training and this cannot appropriately be excluded, Yacht Promo discusses this with the client beforehand. Any consent does not replace required rights, a lawful basis for processing or other statutory safeguards.
- 5.5** The client supplies no unnecessary personal data or sensitive information. Each party complies with its own data protection obligations. Where Yacht Promo acts as a processor, the parties conclude a data processing agreement before processing and arrange any international transfers.
- 5.6** Before publication, the parties determine what disclosure of AI editing is needed. Yacht Promo provides the necessary information about its own edits; the client ensures the agreed disclosure in its own publications. Each party's statutory obligations remain unaffected.

6. Scheduling and changes

- 6.1** The schedule assumes timely receipt of material, payment and feedback. Delivery dates are targets unless expressly agreed as binding deadlines.
- 6.2** In the event of delay, Yacht Promo informs the client as soon as possible of the cause and expected revised schedule. A binding deadline is not changed unilaterally.
- 6.3** Changes to the brief, yacht, source material, style, length or formats may constitute additional work. Yacht Promo states the additional price and scheduling effects in advance and performs additional work only after written approval.
- 6.4** If production has been held up for at least 30 days because the client has not provided necessary information, materials or a response, Yacht Promo may give a final written deadline of 14 days, stating the consequences of continued failure to cooperate. If the required cooperation is still not provided, Yacht Promo may suspend the affected work or terminate the unperformed part, insofar as the breach justifies this. Settlement shall follow Article 11. Resumption will be rescheduled; any additional work requires the approval referred to in paragraph 3. Silence does not constitute approval of the result.

7. Inspection and delivery without revision rounds

- 7.1** Yacht Promo does not offer revision rounds. Before production starts, the client records preferences for style, editing, text, music and formats in the agreed brief. The review version is provided to check conformity with the agreement.
- 7.2** Within 7 working days of receiving the review version, the client reports specific departures from the agreement or gives written approval. If there is no response, Yacht Promo sends a reminder and may reschedule. Silence does not automatically constitute approval.

- 7.3** Changes based on a new preference, creative direction or additional wishes do not entitle the client to adjustments within the assignment. Yacht Promo may decline these requests or issue a separate quotation. Work starts only after written approval of the additional assignment and price.
- 7.4** Errors causing the result not to comply with the agreement are corrected free of charge and are outside the policy of not offering revision rounds.
- 7.5** Before publication, the client checks, among other things, the accuracy of yacht details, text, names and claims. This check does not remove Yacht Promo's responsibility for the agreed quality.
- 7.6** After written approval and payment of amounts due, Yacht Promo supplies final files in the agreed formats. Review versions may be used for evaluation only unless otherwise agreed.
- 7.7** The client reports subsequently discovered defects as soon as possible, with a specific description. Yacht Promo is given a reasonable opportunity to remedy an attributable failure free of charge. Approval does not automatically exclude claims for defects that were not reasonably apparent.

8. Prices and payment

- 8.1** Prices are in euros and exclude VAT unless stated otherwise. External costs are charged separately only if agreed in advance.
- 8.2** Unless otherwise agreed, Yacht Promo invoices 50% on commissioning and 50% after approval of the review version. Payment is due within 14 days of the invoice date.
- 8.3** If payment is not received, Yacht Promo sends a written reminder allowing a further 7 days. Thereafter, to the extent permitted by law, Yacht Promo may charge statutory commercial interest and reasonable extrajudicial collection costs and suspend work or final delivery after giving notice.
- 8.4** The client explains any invoice dispute as soon as possible. The parties try to resolve the dispute; the undisputed portion remains payable within the agreed period.

9. Rights to use the result

- 9.1** After full payment, the client receives, to the extent Yacht Promo can grant such rights, a non-exclusive, worldwide licence for an indefinite period to use the final video to promote the yacht concerned and the client's own business on websites, listings, social media, presentations and advertisements.
- 9.2** For those purposes, the client may have the video published by involved brokers, charter businesses, the yacht owner and marketing partners. Separate resale as stock material or licensing for other projects requires a separate agreement.
- 9.3** Music, stock material, fonts and other third-party elements may be restricted. Yacht Promo discloses relevant restrictions before approval of the use of those elements and records them on delivery. Licences must fit the agreed channels, including any paid advertising.
- 9.4** Templates, methods, prompts, source projects and unselected generations are excluded from delivery unless otherwise agreed. No exclusivity or copyright in AI output is promised where such rights do not exist or are not held by Yacht Promo.
- 9.5** The client may make technical adjustments for the agreed channels, respecting third-party rights. Yacht Promo is not responsible for defects caused by subsequent alterations by others.
- 9.6** To the extent intellectual property rights in Yacht Promo's own creative contributions, editing and other elements arise in its favour, those rights remain with Yacht Promo. Payment does not transfer them. An assignment or exclusive licence requires a separate written agreement and, where required by law, an appropriate deed. The client's and third parties' rights in their own material remain unaffected.

9.7 The client uses the film within the agreed purpose and disclosed licence restrictions. It does not present generated scenes as evidence of the yacht's factual characteristics, performance or condition. Responsibility for misleading claims added by the client or use outside the licence lies with the client to the extent that conduct is attributable to it.

9.8 Before use outside the agreed channels, such as television or cinema where these are not included, the client must have any additional rights requirements checked. Music may only be used as part of the delivered video unless a broader licence has been confirmed in writing. Any additional licence costs shall be quoted in advance and require written approval. The quotation shall specify who arranges and pays for any separate licences for communication to the public or public performance. This does not affect Yacht Promo's obligation to arrange appropriate rights for the agreed use.

10. Portfolio and publicity

10.1 Yacht Promo uses the client's name, yacht name, source images or final video in its own portfolio, advertising or social media only after the client's separate written permission and insofar as the necessary rights are present.

10.2 The parties record the permitted materials, channels, any credit and publication date. Permission for production does not constitute permission for portfolio use.

11. Cancellation and termination

11.1 The client may cancel in writing. Yacht Promo then charges for documented work performed and previously approved external costs that can no longer be cancelled, less savings. Work is valued using agreed milestones or the agreed hourly rate; where neither exists, a reasonable portion of the project price.

11.2 The charge for the original assignment does not exceed the agreed project price. Additional work approved in writing is settled separately. Advances are credited, and any excess is refunded within 14 days of the final settlement.

11.3 In the event of a failure to perform, the other party allows a reasonable period for remedy in writing unless the law permits immediate termination. If the failure is not remedied, the agreement may be terminated to the extent justified by that failure. Statutory rights to refunds and damages remain, subject to article 13.

11.4 On termination, the parties record which paid, usable elements will be transferred and which usage rights can be granted. Unfinished review versions may not be published without a further agreement.

12. File retention and delivery

12.1 Yacht Promo keeps final files available for download for at least 30 days after delivery. The client downloads them in time and makes its own backups.

12.2 Unless otherwise agreed, Yacht Promo retains source and working files for up to 90 days after completion or termination for transfer and any corrections. They may then be deleted. Longer archiving is a separate service.

12.3 Personal data, backups, statutory records and material covered by separate portfolio permission are subject to their designated retention periods. In case of conflict, a data processing agreement or specific deletion agreement takes precedence.

13. Liability

13.1 Yacht Promo is liable for damage caused by an attributable failure under the statutory rules, subject to the limitations below. Where remedy is possible, Yacht Promo is first given a reasonable opportunity to remedy the failure unless this cannot reasonably be required.

- 13.2** Yacht Promo's total liability for all damage-causing events within a single assignment combined is limited to the agreed fee for that assignment, including approved additional work, excluding VAT. This aggregate cap applies irrespective of the number of claims or legal basis, including breach of contract or tort, to the extent permitted by law.
- 13.3** Yacht Promo is not liable for indirect loss such as lost profit, lost sale or charter revenue, and lost savings. Reasonable costs to establish, prevent or limit direct damage are not excluded solely because of their nature.
- 13.4** These limitations do not apply to intentional misconduct or deliberate recklessness by Yacht Promo or its management, death or bodily injury, or where limitation is prohibited by law. They do not limit rights of third parties not bound by this agreement.

14. Force majeure

- 14.1** If a circumstance that is not attributable to Yacht Promo under the law prevents performance, Yacht Promo notifies the client as soon as possible and seeks to limit the consequences.
- 14.2** An outage at a supplier or AI service does not automatically constitute force majeure. Yacht Promo investigates reasonable alternatives.
- 14.3** If the impediment lasts more than 30 days, either party may terminate the unperformed part in writing. Unperformed work is not charged; corresponding advance payments are refunded within 14 days. Work already delivered is charged only insofar as it is independently usable by the client.

15. Governing law and disputes

- 15.1** The agreement is governed by Dutch law. Mandatorily applicable statutory rules remain unaffected.
- 15.2** The parties first try to resolve disputes through consultation. This does not prevent either party seeking urgent judicial measures.
- 15.3** Disputes between the parties arising out of or in connection with Yacht Promo quotations or agreements, including their formation, validity, performance or termination, shall be submitted exclusively to the competent courts of the Netherlands, unless mandatory law provides otherwise. The competent court within the Netherlands shall be determined under the applicable Dutch jurisdiction rules.
- 15.4** If a provision is invalid, the remaining provisions remain effective as far as possible. The parties discuss a valid replacement consistent with the original provision's purpose.
- 15.5** These terms were drawn up in Dutch. Translations are provided for ease of reading. In case of differences in interpretation, the Dutch text prevails unless the parties agree in writing on another controlling language version and insofar as mandatory law permits.