

These terms apply to all quotes, bookings and productions by Esders Film, the company of Cas Esders, based in Amsterdam (Chamber of Commerce 80694047, VAT NL003475448B49). Workdays, overtime, night work, travel and cancellation follow the industry-wide FijnWeekend × Commercial Producenten Akkoord (v1.5). Deviations are valid only when agreed in writing.

01 Quotes, option & booking

Quotes are without obligation and valid for 30 days. Amounts exclude VAT and third-party costs (locations, cast, specialist crew or equipment) unless stated otherwise.

An option is the intention to book Cas Esders and/or equipment for a period; that period is held free. Both parties inform each other at least 72 hours in advance whether the option is converted into a booking. In special cases — such as weather-dependent shoot days — this term can be adjusted in consultation.

A booking is the confirmation that the services and/or equipment will be used for an agreed period. A booking is a binding agreement and emphatically not an option.

Productions with a budget above € 2,500 require a 50% deposit on confirmation.

02 Cancellation & rescheduling

Cancellation — calling off a booking before the start of the workday(s) — must be made in writing. For individual workdays a percentage of the day rate is charged, depending on the moment of cancellation:

- Within 72 hours of the start — 25% of the day rate.
- Within 48 hours of the start — 50% of the day rate.
- Within 24 hours of the start — 100% of the day rate.

Costs already incurred or committed (locations, rentals, third-party crew or equipment) are always charged in full upon cancellation.

Exterior shoots made impossible by weather are rescheduled in consultation; the 72-hour option term can be relaxed by mutual agreement.

If Cas Esders has to cancel (for instance due to illness or force majeure), a replacement date or an equivalent substitute is proposed first. Amounts already paid for undelivered days are refunded; further liability is excluded.

03 The workday & call times

A workday is a shoot day or a non-shoot day; the same conditions apply to both. For the wellbeing and safety of crew, a workday never exceeds 14 hours.

A shoot day is 10 hours 'out and home' — travel and working time between leaving and returning to the base of operations — including a seated lunch of at least 30 minutes.

The crew call is the general start time on set; a pre-call is an earlier start for an individual crew member or department and counts as working time.

- Half day — a maximum of 6 hours out and home: 75% of the day rate. Any longer counts as a regular workday (100%).
- Running lunch or French hours — an 8-hour shoot day with lunch taken on the go or beforehand respectively; announced in good time.
- 6th workday after 5 consecutive workdays — only with prior consent: 150% of the day rate.
- 7th workday — only with prior consent: 200% of the day rate.

04 Overtime

All work beyond the defined workday counts as overtime. Overtime is calculated per day and cannot be offset against other days. The hourly rate is 1/10 of the day rate.

- 1st through 4th overtime hour (11th–14th hour) — 150% of the hourly rate.
- 5th and 6th overtime hour (15th–16th hour) — 200% of the hourly rate.
- From the 7th overtime hour (17th hour) — 300% of the hourly rate.

On Running lunch and French hours days the same percentages apply, counted from the 9th hour.

During night work the surcharges are calculated over the night rate (150% of the standard hourly rate), capped at 300%. On Sundays and public holidays the surcharges are calculated over the standard hourly rate.

05 Night work, turnarounds & holidays

Travel and working time between 22:00 and 06:00 counts as night work and is charged at the night rate of 150% of the hourly rate. Night work is announced at least 72 hours before the start of the workday.

After multiple consecutive workdays with night work past 02:00, the recovery-day rule applies: the following day is compensated at 100% of the regular day rate (the night rate then lapses).

- Turnaround — at least 10 hours of rest between arriving at and leaving the base, facility or hotel. Every hour short is charged at 150% of the hourly rate, independent of hours worked.
- Weekend turnaround — at least 58 hours of weekend rest after every 5th workday (48 + 10 hours). With two separate free days in a week: at least 34 hours each. Every hour short: 150% of the hourly rate. If the rest turns out shorter than 48 hours, that workday counts as a 6th or 7th day.

- Sundays and public holidays — 150% of the regular day rate or travel-day fee.
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06 Breaks & catering

The lunch break lasts at least 30 minutes with the opportunity to eat seated; the hot lunch is provided by the production and under normal circumstances starts 5 hours after crew call.

When a shoot day — planned or unforeseen — exceeds 12 hours, a second meal is provided: a hot snack taken while working. Never more than 5 hours pass between lunch and second meal.

Breakfast (breakfast call) and the wrap snack take place in the crew's own time.

07 Travel & accommodation

Producer and crew member agree the base of operations in advance; failing that, the client's office is the base.

A travel day is a day spent solely travelling for the production:

- Travel days up to 5 hours — own or organised transport: 75% of the hourly rate per hour; with an equipment van and/or responsibility for equipment: 100% per hour.
 - Travel days from 5 hours — own or organised transport: 50% of the day rate; with an equipment van and/or equipment responsibility: 100% of the day rate (drivers only).
 - Hotel — for overnight stays the production provides a non-shared room near the location.
 - Per diem — € 25 per workday (lunch included) and € 50 per travel or free day when staying away from home; this lapses when the production covers the costs.
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08 Payment

Unless agreed otherwise, 50% is invoiced on confirmation and 50% on delivery. Smaller assignments are invoiced in full after delivery. Overtime and surcharges are invoiced after the workdays concerned.

The payment term is 14 days from the invoice date. Payments are made to account NL74 ASNB 0267 1584 91 in the name of Esders Film. Late payment incurs statutory commercial interest and reasonable collection costs.

Usage rights to the delivered material transfer only after full payment. Until then the work may not be published.

09 Delivery & revisions

The first edit is shared — depending on the scope of the production — within 10 to 15 working days after the final shoot day, unless a different schedule is agreed.

Two rounds of revisions are included. Feedback is delivered in one consolidated round by a single point of contact. Additional rounds or changes outside the original brief are estimated in advance and invoiced at an hourly rate.

Raw footage remains the property of Cas Esders and is not part of the delivery unless agreed otherwise in writing. Project files are kept for 6 months after delivery.

10 Usage rights & credits

Copyright in all work created remains with Cas Esders. After full payment the client receives a licence for the channels, territory and term set out in the quote. Extended use is agreed separately for an additional fee.

Cas Esders may use the work for portfolio, showreel and industry award entries. Embargoes or confidentiality are respected when agreed in advance.

Rights to music, stock material and voice-overs required for distribution are the client's responsibility, unless agreed otherwise.

11 Set, crew & equipment

Standard camera and lighting equipment is included in the day rate. Specialist additions – drone, Steadicam, extra crew, grip – are quoted separately.

Damage to equipment on set caused by the client, cast or location is at the client's expense.

The client arranges the required permits, location releases and consent of the people filmed (personality rights), unless agreed otherwise. Filming may be halted in unsafe situations without entitlement to compensation.

12 Liability & force majeure

The liability of Cas Esders is limited to the invoice amount of the assignment concerned. Liability for indirect damage – including consequential loss, lost profit or reputational damage – is excluded.

In cases of force majeure (including illness, extreme weather, technical failure or government measures), obligations are suspended for as long as the situation lasts. Client and contractor may then, in all reasonableness and fairness, deviate from these terms by mutual agreement.

13 Governing law

All agreements are governed by Dutch law. Disputes are first resolved in mutual consultation; failing that, the court of Amsterdam has jurisdiction.

In case of discrepancies between the Dutch and English versions of these terms, the Dutch text prevails.