



terms and conditions

these terms apply to every proposal, offer and invoice from the disciplines and to every agreement between the disciplines ("the studio") and a client ("the client"). deviations only count when agreed in writing. read them once, they are short on purpose.

1. proposal and agreement

1.1 proposals are without obligation and valid for 2 months. prices are exclusive of vat and other government levies. rates and offers do not automatically apply to future projects.

1.2 a proposal is based on the information the client provides. the client is responsible for that information being correct and complete. if the work changes in an unforeseen way, the price can change with it.

1.3 the client confirms a project in writing. if the client skips this but lets the studio start anyway, the content of the proposal counts as agreed and these terms apply. verbal agreements only bind the studio after written confirmation by the studio.

1.4 the signed or confirmed proposal together with these terms forms the entire agreement.

2. execution

2.1 the studio carries out the project with care and to the best of its ability, in the interest of the client.

2.2 revisions work per phase, not per item. the proposal defines the phases of the project (such as concept, design and production) and each phase includes 2 rounds of revisions on the presented work as a whole, unless the proposal says otherwise. one round is one consolidated set of feedback, delivered in one go by one contact person who is authorized to decide on behalf of the client. further rounds, new directions after an approved phase, or changes to the brief are additional work and are charged at the studio's standard rates. the studio flags additional work before starting it.

2.3 deadlines are targets, not fatal terms, unless expressly agreed otherwise in writing. a deadline shifts when the client delivers input or feedback late.

2.4 before production, publication or reproduction, the client checks and approves the final versions. errors the client approved, or could have caught in a check the client skipped, are for the client's account.

2.5 materials, information, claims and instructions supplied by the client, including statements about the client's products or services, are the client's responsibility. the client warrants that they are accurate and do not infringe third party rights, and indemnifies the studio against claims arising from them.

3. third parties, production and promotions

3.1 budgets for third party costs (production, printing, media, photography, licenses, travel) are indicative unless stated otherwise. on request the studio obtains quotes on the client's behalf.

3.2 when the studio arranges third party services for the client, such as printing, production or media, it acts as intermediary: the agreement is formed between the client and the supplier, for the client's account and risk, and the supplier's terms apply towards the client. the studio shares those terms on request. when the studio engages third parties to carry out parts of its own scope, the studio remains responsible for that work within the limits of article 8.

3.3 third party invoices above eur 2,500 can be billed to the client directly or charged in advance.

3.4 for physical builds, installations and events, the studio delivers the creative and scenographic design. structural safety, engineering, construction, permits and regulatory compliance are the responsibility of the executing contractors and the client.

3.5 prize draws, contests, giveaways and coupon or discount promotions are organized in the name and under the responsibility of the client. the client is responsible for their legality, mechanics and redemption, and indemnifies the studio against claims arising from them.

4. intellectual property

4.1 all intellectual property rights in the results of the project, including designs, concepts, sketches, films, photography, copy and working files, rest with the studio, or with the third parties or licensors from whom the studio obtained them.

4.2 a license for the use described in the proposal is granted to the client only after the client has met all financial obligations to the studio. wider or other use requires a further written agreement. a transfer of the intellectual property rights themselves only takes place through a separate deed signed by both parties.

4.3 concepts and directions presented but not chosen remain the property of the studio. if a project is cancelled or the work rejected, the client has no right to use any of the presented or delivered work, including sketches and concepts.

4.4 the studio warrants, to the best of its knowledge, that material created by the studio does not infringe third party intellectual property rights in the country where the project was briefed. this warranty does not extend to patents or trade secrets. if a third party nevertheless brings such a claim against the client, and the claim arises solely from material created and delivered by the studio, the studio will indemnify the client within the limits of article 8. this does not apply to material, information or instructions supplied by the client. the indemnity only applies if the client notifies the studio of the claim promptly in writing, makes no admission of liability, leaves the conduct of the defense and any settlement to the studio and its insurer, and gives reasonable cooperation. trademark searches and clearances are the client's responsibility unless agreed otherwise.

4.5 the client does not modify the work without the studio's consent. the studio can invoke its moral rights under the dutch copyright act.

4.6 the studio may use generative ai tools in research, sketching and production. delivered work is always curated, edited and finalized by the studio, and the warranty in 4.4 applies to it. elements that are entirely machine-generated and left unedited may not qualify for copyright protection; where this matters for the client's intended use, the studio flags it, and such elements are excluded from the warranty in 4.4.

5. credit and portfolio

5.1 the studio may name the client and show the work in its portfolio, on its website, in social media, award entries and press, unless confidentiality is agreed in writing beforehand.

5.2 where usual, the studio is credited on or with the published work.

5.3 both parties treat each other's confidential business information, such as unreleased products, pricing and ways of working, as confidential and use it only for the project. this clause is not a confidentiality agreement as meant in 5.1: once the client publishes the work, article 5.1 applies to it in full.

6. fees, invoicing and payment

6.1 unless agreed otherwise, projects are invoiced 50% on confirmation and 50% on delivery. projects longer than 2 months can be invoiced monthly on progress. out-of-pocket expenses, such as travel outside amsterdam, couriers and project-specific licenses, are billed at cost after prior approval by the client.

6.2 payment term is 30 days from invoice date. after that, statutory commercial interest applies plus the reasonable costs of collection, without further notice of default being required.

6.3 if an invoice is overdue, the studio may pause the work and postpone delivery until payment is received. paragraph 4.2 remains in force: no full payment, no rights.

6.4 if the project stalls on the client's side for more than 30 days, for instance because input, feedback or assets stay out, the studio may invoice all work done up to that moment. resuming is scheduled based on the studio's availability at that time. if the project stalls for more than 60 days without a written agreement to pause, it counts as cancelled and article 7.1 applies.

7. cancellation and termination

7.1 if the client cancels or pauses a project, the client pays for all work done up to that moment, plus committed third party costs, plus a cancellation fee of 25% of the remaining project fee to compensate reserved capacity and missed revenue.

7.2 either party can terminate in writing if the other party seriously fails to perform and does not remedy this within 14 days of written notice, or in case of bankruptcy or suspension of payments.

7.3 neither party is in breach when performance is prevented by circumstances beyond its reasonable control, including illness of key people, failure of suppliers, transport, power or network failures, and government measures. obligations are suspended for as long as the situation lasts, and deadlines shift accordingly. if it lasts longer than 60 days, either party can terminate the agreement in writing. work done up to that moment remains payable.

8. liability

8.1 the studio is only liable for direct damage attributable to the studio. liability is limited to the amount paid out under the studio's liability insurance in the specific case. if no insurance payment is made, liability is limited to the fee of the project, capped at eur 50,000.

8.2 the studio is not liable for indirect damage, including lost profit, missed savings, consequential damage and reputational damage, nor for errors in materials or information supplied by the client, third party quotes or overruns, or errors that surface after the client's approval as described in 2.4.

8.3 any claim lapses 12 months after the end of the project.

9. team

9.1 during the project and for 6 months after, the client will not hire, engage or solicit people who work for or with the studio on the project, in any form, without the studio's written consent. a recruitment fee of 25% of the person's gross annual salary applies otherwise.

10. final provisions

10.1 dutch law applies to every agreement between the studio and the client.

10.2 parties first try to resolve a dispute together. failing that, the competent court in amsterdam decides.

10.3 if a provision of these terms turns out to be invalid, the rest stays in force and the invalid provision is replaced by a valid one that comes closest to its intent.

the disciples is the trade name of gijs van den berg, registered with the dutch chamber of commerce (kvk) under number 42145132.

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