

Linda Köke
linda@lindakoke.com
06-48819394
KVK: 81473613
BTW: NL003568277B49

1. What I do

I carry out all kinds of assignments in the field of writing, communication and curating in the cultural sector, in particular contemporary visual arts. My tasks include writing reviews and critiques, writing exhibition texts and publications, conducting interviews, taking minutes of meetings, cultural journalism, project plans, workshops and lessons on writing (individually or in groups), art mediation and tours, writing or supervising grant applications for organisations or individuals, scientific research, reflections, social media expressions, and curating and organising exhibitions.

2. Planning, working hours and availability

planning

Our collaboration will not start before the Commission Contract has been signed by both parties. The next step is that, in consultation with the customer, I schedule the moments in my agenda when I work on the assignment. I do this to monitor my time, focus and quality of work as well, because I have several assignments running parallel to each other. I am as transparent as possible in scheduling my working hours and deadlines; understanding is therefore also requested and expected from the customer with regard to deadlines and flexibility.

I plan at least one month in advance, with a maximum number of working hours per week. If there is still room in my agenda to perform tasks within the period of one month, this will be done according to the regular rate. If urgent tasks have to be carried out outside the scheduled working hours, with the agreement of both sides, an increased hourly rate of 125% will be charged.

In carrying out these projects, I operate completely independent, in close correspondence to the client. In agreement with the client, a realistic completion date is determined and recorded in the Commission Contract

right of unavailability

I reserve a right of unavailability. That means: both during and outside working hours you can expect a later response to apps, emails and telephone calls. This way, I can better maintain concentration for each assignment and therefore deliver better work. I can also recharge better quality outside working hours. For this reason, communication about working matters preferably takes place via e-mail. During evenings and weekends I am completely unreachable; scheduled holidays will be discussed with the client if they overlap with the assignment.

illness

In the event of impediment due to illness or otherwise, we will determine in mutual consultation whether the project will be canceled or will take place at a different time.

3. Payment

hourly rate

Depending on the nature of the service, I charge a varying hourly rate. Payment can be calculated per fixed amount or per hourly rate. The amounts are stated in the quotation and subsequently recorded in the Commission Contract. The hourly rate can be indexed during the calendar year. An increase in the hourly rate during a (long-term) ongoing assignment will only take place in agreement with the client.

I calculate a minimum and maximum number of hours per assignment, so that the client will never pay too much unexpectedly. When the maximum is almost exceeded, the customer will be notified at 80% to either complete the assignment or to discuss an extension of the assignment.

I charge 21% VAT on my regular services, unless I provide tax-exempt services.

First (introductory) meetings are always free.

travel costs

Travel and expense compensation are also discussed in advance and recorded in the Commission Contract. If essential (travel) costs have to be made for the execution of the assignment, this will be added to the invoice. For travel costs per car, I charge the standard rate of €0.19 per km plus any parking costs. For public transport I charge the standard rates of the trips made (I have an off-peak / Dal Voordeel train subscription). I travel for free in the weekends but will charge a higher hourly rate. When traveling by public transport, a printout of the public transport card is added. Travel time is not counted as working time. My preferred way of travelling is by public transport.

other costs

Other costs necessary for the execution of the project will be agreed upon before starting the project, or before making these payments. I can submit these invoices to the client both during the assignment and upon completion of the assignment, depending on the amount and nature of the assignment.

payment and billing

After completion of the assignment, I will send an invoice to the client, which can be paid within three weeks, stating the invoice number. The client pays my invoices within 21 calendar days (or 15 working days) of the invoice date, stating the invoice number. In consultation between me and the client, payment can also be made (partially or completely) in a work of art of similar value. If agreed upon, this alternative mode of payment will be recorded in the Commission Contract.

taxes and surcharges

All taxes and surcharges, including income tax, social insurance premiums and other surcharges, are for my own account and charged in the hourly rate.

webinars

The prices of the webinars (see 4. Copyright, Webinars and workshops) that I offer on my website remain the same.

subsidy applications

As of January 2023, my previous subsidy clause (partially no-cure-no-pay) expires. The assignment will therefore be carried out according to my regular rate. If a conflict of interest arises in the fund and/or client, I am forced to refuse an assignment. This will always be discussed in advance.

4. Copyright

intellectual property

I will always maintain the authorship and copyright over my provided work. The client obtains exclusive right of use after full payment of the invoice. As the author, I still have the right to use the provided texts or products for portfolio purposes, but never to gain monetary value from it. Provided that the client wishes to use the product for another purpose, he/she/they reserve the right to do so, provided that the name and source reference of the author (me) is clearly stated. After completion of the project, the client will not make any changes to the product without my approval.

webinars and workshops

As of August 2022, I will be offering webinars on my website. Unlike commissioned assignments, the full copyright of these these webinars (and other workshops I give) will remain mine. This

means that distribution of the content of these webinars (such as forwarding the documents and videos) is prohibited. The customer receives the right of use for his own benefit after paying for the webinar and workshops to apply this knowledge himself.

language and translation

The language of the work is determined in the Contract. I write in Dutch and in English. Projects can also be written in both languages. Provided no translation is supplied, the client is free to translate the text or have it translated. Any costs for this are always for the account of the client. My normal hourly rate applies for a translation done by me.

5. Exceptions

Exceptions to these terms and conditions, of whatever nature, will always be mentioned in the Commission Contract.

Revised on 20 December 2022, effective from 1 January 2023