

# TERMS AND CONDITIONS

## Adviesbureau Heijnen

Version 0.1

Date 01 January 2011

Below you will find our General Terms and Conditions. These always apply when you use the services of Adviesbureau Heijnen and contain important information for you as a client. Please read the General Terms and Conditions carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later time.

### ARTICLE 1. DEFINITIONS

The terms indicated with a capital letter in these General Terms and Conditions, used in both singular and plural, have the meaning as indicated below.

- 1.1 General Terms and Conditions: the provisions of this document.
- 1.2 Adviesbureau Heijnen: the company Adviesbureau Heijnen established in Velden and registered with the Chamber of Commerce under registration number 51858428, trading under the name Adviesbureau Heijnen.
- 1.3 Service: the activity (s) that Adviesbureau Heijnen will perform for the client, as jointly agreed.
- 1.4 Duration agreement: an agreement that extends to the periodic performance / delivery of a Service for a certain period of time and which supervises the administration of a Client acting in the exercise of his profession or business established in the Netherlands.
- 1.5 Client: the natural person or legal entity, whether or not acting in the exercise of a profession or business, who enters into an Agreement with Adviesbureau Heijnen.
- 1.6 Agreement: any agreement or Agreement between Adviesbureau Heijnen and the Client, of which agreement the General Terms and Conditions form an integral part. Agreement also includes the continuing performance agreement.

### ARTICLE 2. APPLICABILITY OF GENERAL CONDITIONS

- 2.1 The General Terms and Conditions apply to all offers and agreements of Adviesbureau Heijnen, unless explicitly agreed otherwise in writing.
- 2.2 If the Client includes provisions or conditions in his order, confirmation or communication containing acceptance that deviate from or do not appear in the General Terms and Conditions, these are only binding for Adviesbureau Heijnen if and insofar as they have been explicitly accepted in writing by Adviesbureau Heijnen.
- 2.3 In the event that specific service conditions apply in addition to these General Terms and Conditions, those conditions also apply, but in the event of conflicting conditions, the Client can always rely on the applicable provision that is most favorable to him.

### ARTICLE 3. RATES AND INFORMATION

- 3.1 The rates as stated on the website apply, unless otherwise agreed.
- 3.2 The rates are determined and published annually prior to the new calendar year and are then automatically applicable.

- 3.3 The content of the Website has been compiled with the greatest care. However, Adviesbureau Heijnen cannot guarantee that all information on the website is correct and complete at all times. The use of this information is therefore at your own expense and risk.

#### **ARTICLE 4. FORMATION OF THE AGREEMENT**

- 4.1 The Agreement is concluded at the moment the Client accepts the offer of Adviesbureau Heijnen and meets the conditions set by Adviesbureau Heijnen. In addition, it is possible that Adviesbureau Heijnen prepares a quotation in which it indicates what is included in the Service and what amount will be due upon acceptance. The latter will be the case with customization, among other things. A quotation is without obligation and valid until 30 days after sending by Adviesbureau Heijnen, unless stated otherwise in the quotation.
- 4.2 If the Client has accepted the offer electronically, Adviesbureau Heijnen will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed, the Client has the option to terminate the Agreement.
- 4.3 If it appears that incorrect information has been provided by the Client when accepting or otherwise entering into the Agreement, Adviesbureau Heijnen has the right to comply with its obligation only after the correct information has been received.
- 4.4 Adviesbureau Heijnen can, within legal frameworks, inform itself whether the Client can meet his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, on the basis of this investigation, Adviesbureau Heijnen has good reasons not to enter into the Agreement, it is entitled to refuse an application with reasons.

#### **ARTICLE 5. IMPLEMENTATION OF THE AGREEMENT**

- 5.1 As soon as the order for the Service has been received by Adviesbureau Heijnen, it will be carried out shortly after completion of the registration procedures.
- 5.2 Adviesbureau Heijnen is entitled to engage third parties in the performance of the obligations arising from the Agreement.
- 5.3 If Adviesbureau Heijnen does not perform the Service within the agreed term, it will notify the Client accordingly. In that case, the Client can agree to a new execution date or he will be given the option to dissolve the Agreement free of charge.

#### **ARTICLE 6. RIGHT OF WITHDRAWAL**

- 6.1 This article only applies if the Client is a natural person who is not acting in the exercise of his profession or business. Business clients therefore have no right of withdrawal. The Client has the right to dissolve a distance contract with Adviesbureau Heijnen within 14 calendar days without stating reasons, free of charge.
- 6.2 The period starts on the day following the conclusion of the Agreement.
- 6.3 If the Client exercises his right of withdrawal after having first expressly agreed to the provision of a Service, the Client will owe an amount that is proportional to the part of the Agreement that was fulfilled by Adviesbureau Heijnen at the time of withdrawal.
- 6.4 The right of withdrawal does not apply to an Agreement for the provision of a Service, after full performance of the Agreement.

## **ARTICLE 7. PAYMENT**

- 7.1 The Client must make payments to Adviesbureau Heijnen within 30 days of the invoice date.
- 7.2 If the Agreement concerns a Continuing Performance Agreement, the Client will pay the amount owed to Adviesbureau Heijnen monthly in advance, unless otherwise agreed in writing.
- 7.3 If the Client does not fulfill his payment obligation (s) on time, after he has been informed by Adviesbureau Heijnen of the late payment and Adviesbureau Heijnen has granted the Client a period of 14 days to still fulfill his payment obligations, after non-payment within this 14-day period, the statutory interest is due on the amount owed and Adviesbureau Heijnen is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. Adviesbureau Heijnen can deviate from the stated amounts and percentages in favor of the client.

## **ARTICLE 8. LIABILITY I**

- 8.1 This article only applies if there is a client who is not acting in the exercise of his profession or business
- 8.2 Adviesbureau Heijnen guarantees that the services comply with the agreement and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement.
- 8.3 If the service provided does not comply with the Agreement, the Client must notify Adviesbureau Heijnen thereof within a reasonable term after he has discovered the defect.
- 8.4 If Adviesbureau Heijnen considers the complaint to be well-founded, the correct Service will be provided after consultation with the Client or, if no longer possible, the damage will be compensated. The maximum compensation is equal to the price paid by the Client for the Service.

## **ARTICLE 9. LIABILITY II**

- 9.1. This article only applies if the Client is a natural or legal person acting in the exercise of his profession or business.
- 9.2. The total liability of Adviesbureau Heijnen towards the Client due to an attributable shortcoming in the performance of the agreement is limited to compensation of a maximum of the amount of the price stipulated for that agreement (including VAT).
- 9.3. The liability of Adviesbureau Heijnen towards the Client for indirect damage, which in any case - but expressly not exclusively - includes consequential damage, lost profit, missed savings, loss of data and damage due to business interruption, is excluded.
- 9.4. Apart from the cases referred to in the previous two paragraphs of this article, Adviesbureau Heijnen has no liability whatsoever towards the Client for compensation, regardless of the ground on which an action for compensation would be based. However, the limitations referred to in this article will lapse if and insofar as damage is the result of intent or gross negligence on the part of Adviesbureau Heijnen.
- 9.5. The liability of Adviesbureau Heijnen towards the Client due to an attributable shortcoming in the performance of an Agreement only arises if the Client immediately and properly declares Adviesbureau Heijnen in default in writing, setting a reasonable period for remedying the shortcoming, and Adviesbureau Heijnen also after that period in the continues to fail to fulfill its obligations. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Adviesbureau Heijnen is able to respond adequately.
- 9.6. A condition for any right to compensation to arise is always that the Client reports the damage to Adviesbureau Heijnen in writing as soon as possible, but no later than 30 days after it has arisen.

- 9.7. In the event of force majeure, Adviesbureau Heijnen is not obliged to pay compensation for any damage caused to the Client as a result.

#### **ARTICLE 10. COMPLAINTS PROCEDURE**

- 10.1. If the Client has a complaint about a Service (in accordance with Article regarding liability I and II) and / or about other aspects of the services of Adviesbureau Heijnen, he can submit a complaint to Adviesbureau Heijnen by telephone, e-mail or post. See the contact details at the bottom of these General Terms and Conditions.
- 10.2. Adviesbureau Heijnen will provide the Client with a response to his complaint as soon as possible, but in any case within 14 days after receipt of the complaint. If it is not yet possible to provide a substantive or definitive response, Adviesbureau Heijnen will confirm within 14 days of receipt of the complaint and give an indication of the period within which it expects to provide a substantive or definitive response to the Client's complaint. .
- 10.3. A customer who is not acting in the exercise of his profession or business can also file a complaint via the European dispute resolution platform, which can be reached via:  
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

#### **ARTICLE 11. INTELLECTUAL PROPERTY**

- 11.1 The Website and the service as well as the data generated by the website and the Service, including but not limited to statistics, are the intellectual property of Adviesbureau Heijnen. Unless stipulated otherwise in writing, these may not be copied or used in any way without separate written permission from Adviesbureau Heijnen, except in cases where this is permitted by law.

#### **ARTICLE 12. DURATION AND CANCELLATION**

- 12.1 In the case of a Continuing Performance Agreement with a Client, a natural or legal person who acts in the exercise of his profession or business, the term and termination are determined by the additional General Terms and Conditions that are separately laid down in the General Terms and Conditions II.

#### **ARTICLE 13. PERSONAL DATA**

- 13.1 Adviesbureau Heijnen processes the personal data of the Client in accordance with the GDPR, which is further explained on the website [www.adviesbureau-heijnen.jouwweb.nl](http://www.adviesbureau-heijnen.jouwweb.nl) and the privacy statement published on this website.

#### **ARTICLE 14. FINAL PROVISIONS**

- 14.1 The Agreement is governed by Dutch law.
- 14.2 Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the agreement will be submitted to the competent Dutch court in the district where Adviesbureau Heijnen is located.
- 14.3 If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties will determine (a) new provision (s) as a replacement, thus giving shape to the intention of the original provision as much as legally possible.

- 14.4 In these General Terms and Conditions, “in writing” also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
- 14.5 Adviesbureau Heijnen is entitled to transfer its rights and obligations under this Agreement to a third party who takes over its business activities.

If you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us in writing or by e-mail.

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