



Terms and conditions JustDutch!

Essential information. Please read the following terms and conditions. Your acceptance of these terms are an absolute condition of this website and the services of JustDutch.

General terms and conditions

These terms and conditions form the trading agreement between the JUSTDUTCH (“we” or “us”) and the Client (“you”).

1. CHARGES

- a) Unless agreed otherwise in writing or by email, we will charge you for all work produced at our current standard charge out rates (if there are any changes to such rates you will be notified by emailed, writing or telephone.
- B) All rates and fees are exclusive of VAT, which will be charged in addition at the prevailing rate.
- C) When up or down loading files, the time scale is not charged.
- D) All travel expenses if incurred will be charged at the hourly rate of the corresponding job and the amount charged will be the travelling time to and from the client’s premises only.

2. NEW CLIENTS: INITIAL TRADING PERIOD

With all new clients, we request payment on receipt of invoice for the first two months of active trading. Thereafter, we will revert to our standard terms of payment (see Clause 3).

- A) After this trial period and Clause 3 is introduced, it is still up to our discretion and integrity the credit terms agreed.

3. STANDARD TERMS OF PAYMENT

- a) You will make punctual payment to us of all invoices and will indemnify us in full in respect of any third-party expenses suffered or incurred by us pursuant to your instructions.
- B) Invoices will be paid by you (without any deduction by way of set-off or counter claim or otherwise) as follows:
 - (i) Fees: 30 days from date of invoice.
 - (ii) Production and other services: 30 days from date of invoice
 - (iii) For any services where the contractor or supplier requires payment before work commences, our invoice covering the same shall be paid before work commences.
- C) For services where the contractor or supplier has the right to withhold consent for work used, or other display before final payment, our invoice covering the same shall be paid within seven

days from date of invoice and in any event in cleared funds before the planned date of publication, or other display.

D) On receipt of your approval for any production or artwork, we may issue invoices for stage payments of the estimated cost thereof and the invoices shall be payable within 30 days from date of invoice.

E) Out of pocket expenses will be charged at cost. These include air and rail fares, hotels and sustenance. Car travel will be charged at AA rates. Normal office disbursements such as post, telephone and fax will not be charged.

F) Cancellation work or production (see clause 5).

4. OVERDUE ACCOUNTS

a) If payment of invoices is not made when due, we reserve the right to charge interest on overdue amounts, interest to be calculated at the rate of 4% per year. Interest will accrue from the due date until payment is made.

B) We reserve the right to retain all work, materials and any other items in our possession relating to any matter until all invoices are paid in full.

C) Any queries in respect of an invoice must be raised within 14 days of the date of the invoice. After this date it will be deemed that the invoice has been accepted by you (except in the case of manifest error).

5. CHANGE AND/OR CANCELLATION OF WORK

a) In the event of change or cancellation, we reserve the right to charge you for all costs of complying with your request, which may include our expenses, production costs, cancellation fees, and our fees and commission in respect of such plans, schedules and work-in-progress.

B) If the live job has been worked on or even finished, the hourly rate will apply and you will be charged accordingly.

6. INTELLECTUAL PROPERTY AND COPYRIGHT

a) The intellectual property rights (including, where appropriate, copyright and design rights) in all works created or commissioned by us and used under this agreement shall be vested in us whenever possible.

C) Until full payment of the invoice, all files are copyright to "JUSTDUTCH".

7. SITE CONTENT

7.1 The Customer will ensure that all Customer and third party Content does not infringe any applicable laws, regulations or third party rights and does not include material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights (Inappropriate Content).

7.2 The Customer acknowledges that JUSTDUTCH has no control over any Customer or third-party Content and does not monitor the Content. JUSTDUTCH reserves the right to remove

Content from the relevant Deliverable and/or to suspend the operation of the Deliverable where it reasonably suspects such Content is Inappropriate Content.

7.3 The Customer will indemnify JUSTDUTCH against all damages, losses and expenses arising as a result of any action or claim that any of Customer or third-party Content constitutes Inappropriate Content.

8. LEGAL LIABILITY

a) "JUSTDUTCH" will not be liable for any discrepancies or mistakes, which later have a financial deprement to you the client. All work produced by us should be checked and signed off before any further action is taken with the files.

B) We take no responsibility for work not checked and signed. If checked and incorrect we will do our utmost to verify the mistake.

C) We are not liable for any financial compensation by a third party.

D) We shall not be liable for any costs, loss or damage arising from our failure to fulfil our obligations where failure results from circumstances wholly or in part beyond our control including, for example, uploading or downloading files. Viruses or equivalent computer circumstances.

E) We shall not be liable for any consequential or economic loss (whether for loss of profit or otherwise) and our entire liability under or in connection with this Agreement shall not exceed the associated fees and/or charges received by us under this Agreement.

F) Nothing in this Agreement shall limit or exclude our liability for death or personal injury to the extent that it is caused by our negligence.

9. DURATION

a) This Agreement shall commence on the Start Date as agreed and shall continue until terminated by either party by giving to the other not less than two months' notice in writing.

B) Notwithstanding clause 9a) we may terminate this Agreement on written notice if:

(i) You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation

(ii) A receiver is appointed over any of your assets

(iii) You cease or threaten to cease to carry on business.

10. TERMINATION

10.1 Either party may terminate the Contract immediately by serving written notice on the other if:

(a) The other commits any material breach of these Terms which, if capable of remedy, is not remedied within 60 days/2 months of notice from that party specifying the breach and requiring its remedy; or

(b) The other party convenes a meeting of creditors;

(c) A proposal is made in relation to the other party for a voluntary arrangement under Part 1 of the Insolvency Act 1986;

- (d) A proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) the other party's creditors;
- (e) The other party is unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
- (f) A trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the assets of the other party.

11. SECURITY

- a) We will take the upmost care in securing complete confidentiality of you, your client and anybody who might be in a compromising situation.
- B) All our folders are uniquely secure so no access from other outside sources can compromise our or your integrity.
- C) In the case of anybody who makes an advance to you or your clients on the basis of work produced by us, please notify us and legal proceedings might impend.

12. TRANSFER OR ASSIGNMENT

Neither party may assign or sub-license its rights under these Terms without the prior written consent of the other except as provided in these Terms.

13. NOTICES

All notices from one party to another under these Terms will be in writing, signed by a duly authorised person, and sent to the company secretary at the address specified in these Terms (or such other address as may be notified in writing by the party from time to time).

14. SEVERABILITY

If any provision or part of these Terms is held to be invalid or unenforceable to any extent then it will be severed from the rest of these Terms so that it is ineffective to the extent that it is invalid or unenforceable and the remaining provisions or part of these Terms will remain in full force and effect.

15. WAIVER

The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach.

16. WHOLE AGREEMENT

The Contract, the sow and these Terms constitute the entire agreement between the parties in connection with the subject matter of the sow, and supersede all prior oral and written agreements, understandings and correspondence.

17. AMENDMENT

17.1 JUSTDUTCH may amend these Terms from time to time and each sow will be subject to the Terms current at the time the relevant sow is accepted.

17.2 An sow may be amended only by an agreement in writing signed by JUSTDUTCH and the Customer.

18. PUBLICITY

Each party may state in its publicity and marketing materials that the other is a provider or customer (as the case may be) of information services of the type described in these Terms.

19. FORCE MAJEURE

No cause of action will arise if the discharge of any duty is prevented or delayed, or accrual of any liability on the part of either party is occasioned, as the case may be, by any event beyond the control of that party including any of the following: act of God, governmental act, war, terrorism, fire, flood or other natural disaster, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

20. THIRD PARTY RIGHTS

Any person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

21. GOVERNING LAW

The Contract and these Terms will be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England.

DEFINITIONS AND INTERPRETATION

In these terms ("Terms") the following words and phrases will, unless the context otherwise requires, have the following meanings:

Associated Company means any subsidiary or holding company, or subsidiary of a holding company (as subsidiary and holding company are defined in the Companies Act 1985, as amended);

Confidential Information the trade secrets or confidential or proprietary information of JUSTDUTCH or the Customer (as the case may be), but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of these Terms or any other duty of confidentiality; (b) which, when it was first disclosed to the other party, was already known by that party and that party was at the time of disclosure free to disclose; or (c) which, after being disclosed to the other party by JUSTDUTCH or the Customer (as the case may be), was disclosed to that party again by a third party at liberty to disclose it without restriction;

Content all text, graphics, logos, photographs, images, moving images, sound, illustrations, and other materials featured, displayed or used or to be featured, displayed or used in or in relation to the Services provided by the Customer, JUSTDUTCH or third parties as the case may be;

Contract the contract constituted by a Customer accepting a sow in accordance with clause 1;

Customer a person that accepts a sow;

Deliverable an asset to be delivered as part of the Services other than content including a website, intranet or extranet to be developed by JUSTDUTCH for the Customer in accordance with a sow;

Deliverable Design the graphical and visual design of a Deliverable as described in the relevant sow;

JUSTDUTCH, incorporated in England and Wales with VAT registered number GB219326805, whose registered office is

Peterley, Moor Lane, Downley, Buckinghamshire, United Kingdom

Intellectual Property Rights any rights in or to any patent, copyright, database right, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, moral right, know how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including all rights to apply for any of the foregoing rights;

sow a proposal, statement of work or quote for the provision of Services to the Customer by JUSTDUTCH;

Services the services specified in the relevant sow, which may include strategic consultancy, digital creative services, translations including online media, PR, email marketing, viral marketing and seeding, the development of a Deliverable, website maintenance and hosting;

Start Date the date that the relevant sow is accepted by the Customer;

Third Party Software any computer program comprised in a Deliverable that is provided by a third party;

Web Pages the web pages, if applicable, of a Deliverable containing the Content described in the sow; and

Year a period of 12 months from the Start Date and each anniversary of the Start Date.

In these Terms, unless the context otherwise requires:

(a) References to a party mean JUSTDUTCH or the Customer as the case may be;

(b) References to any statute, statutory provision or statutory instrument or order include:

i. References to that statute, statutory provision or statutory instrument or order as from time to time amended, extended, consolidated or re-enacted; and

- ii. All rules, regulations, statutory instruments or orders made under them, as from time to time amended, extended, consolidated or re-enacted;
- (c) Words importing a gender will include all genders;
- (d) The Clause headings are for convenience of reference only and will not affect the construction or interpretation of these Terms;
- (e) References to any person include references to any human being, company, body, corporate, association, joint venture, partnership, trust and any legal entity capable of suing and being sued and references to the singular will include the plural;
- (f) “Including” will be understood to mean “including without limitation” and “includes” and “include” will be understood similarly; and
- (g) In the case of conflict or ambiguity between any these Terms and any provision of a sow the provisions of the sow will take precedence.

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