

TERMS & CONDITIONS



Article 1: Definitions

1. *Offer*
The information sent by email or shown on the Website with regard to the provision of Services, including in any case the price and duration thereof.
2. *General Terms and Conditions*
These General Terms and Conditions which are available on the Website and which will also be provided to the Customer before or during the conclusion of the Agreement.
3. *Payment term*
Period stated on the invoice within which payment of the invoice must be made.
4. *Confirmation*
Written confirmation by & Rosa to Customer.
5. *Customer*
The natural or legal person who purchases a Service from & Rosa.
6. *Date*
The date on which, after Confirmation, the Services are provided.
7. *Services*
Services to be delivered or delivered by & Rosa to the customer, including in any case Personal Branding, Brand Strategy, Brand & Content Strategy, Illustrations, One-on-one sessions, Workshops and all services provided or to be provided.
8. *Assignment*
Written order to provide Services, including confirmation by e-mail by the Customer.
9. *Agreement*
The agreement for the provision of Services between & Rosa and the Client and all further actions between & Rosa and the Client regarding the provision of services.
10. *Personal data*
All information regarding an identified or identifiable natural person.
11. *Written*
(Digital) communication by letter and e-mail.
12. *Rate*
The amount charged by & Rosa for its Services to the Customer.
13. *Website*
The website of & Rosa, namely <www.enrosa.nl> and all derived current and future variants thereof.
14. *Working day*
Monday to Friday. Public holidays, including any public holiday recognized by the Dutch government, do not count as working days.

Article 2: & Rosa

& Rosa, with offices and offices in Amsterdam, registered in the Trade Register under number 75353563.

Article 3: Applicability

1. The present General Terms and Conditions apply to every Offer and any Agreement concluded and the execution thereof between & Rosa and the Client, unless parties agreed upon otherwise in Writing. This also includes all acts related to the Agreement, both preparatory and executive. The General Terms and Conditions therefore form an integral part of the Agreement between & Rosa and the Client.
2. The General Terms and Conditions will be made available to the Client electronically before or at the conclusion of the Agreement, in such a way that they can be stored on a data carrier intended for that purpose and will be accessible for later inspection.

3. General terms and conditions of the Customer, or any other conditions of third parties do not apply, unless expressly agreed otherwise in Writing between parties.
4. Deviations from these General Terms and Conditions are only effective insofar as they have been in advance expressly agreed upon in writing between & Rosa and the Customer and only apply to the amended provisions in the relevant Agreement. The other provisions of the General Terms and Conditions remain unchanged.
5. If any provision of these Terms and Conditions is not valid for whatever reason, the other provisions will remain in effect. The parties will negotiate the content of a new provision in such a way that the content of the original provision is approximated as closely as possible.
6. & Rosa is entitled to unilaterally change these General Terms and Conditions. Changes will be announced on the & Rosa Website. The amended General Terms and Conditions apply to already existing Agreements and Offers.

Article 4: Conclusion of the agreement

1. The Agreement is concluded by the Client's written confirmation by e-mail on the Quotation sent by & Rosa by e-mail.
2. The customer is not entitled to transfer his rights and / or obligations under the Agreement to third parties unless & Rosa has given prior written permission.
3. If an Agreement is concluded by two or more Customers jointly, then each of them is jointly and severally liable for the fulfillment of the obligations under the Agreement.

Article 5: Assignment

1. & Rosa endeavors to perform the Services carefully and independently. & Rosa has an obligation to exert but this is not an result based obligation. & Rosa represents the interests of the Customer to the best of its knowledge and will act as may be expected from a reasonable and professionally acting party.
& Rosa is herefor entitled to:
 - a. to implement what is not expressly described in the Agreement at her own technical and creative insight.
 - b. to engage third parties for the execution of the Agreement. The necessary care will be taken here. & Rosa is however not liable for any shortcomings of these third parties. These third parties also invoice directly to the Customer without any intervention of & Rosa.
 - c. to change the content of the Offer prematurely for reasons of qualitative improvement;
 - d. to change the planning of parts of its Services with regard to place or time in the interim.
2. The Services provided by & Rosa concern advice and guidelines. It is up to the Client whether and to what extent he or she follows and complies with the advice given. & Rosa hereby does not guarantee an increase in the number of customers of Customer.
3. If the Client wishes to change the final marketing plans as drawn up by & Rosa for financial or any other reasons, & Rosa cannot guarantee the feasibility of this. Additional costs as a result of these changes are also for the account and risk of the Customer.
4. & Rosa is not responsible for the Clients' and / or other third parties whose technical and communication equipment is made available in the context of the performance of the Assignment Agreement. Also, & Rosa is not responsible for the policies of the Customer and or third parties in the field of processing personal data and other sensitive information.
5. The Client bears the responsibility for errors in the execution of placed Assignments in the event of requests, instructions and communications from the Client that have not been received correctly, in time or incompletely, also taking into account the provisions of Article 10 of these General Terms and Conditions.



Article 6: Rates

1. The Agreement is concluded on the basis of the binding and fixed Rates stated in Euros and offered by & Rosa on the Website and the Offer. Unless otherwise stated, all prices stated in the Agreement and the Offer include VAT and other government levies.
2. The Offer of & Rosa consists of package prices for the individual Services or the then applicable hourly rate for marketing assignments. Travel costs are only calculated if it is necessary for the execution of the Agreement that & Rosa will incur travel costs.
3. & Rosa reserves the right to change the Rates at any time. Changes will be sent to the Client in Writing.
4. Prices and other conditions mentioned in the Agreement or the Offer only relate to that Agreement and therefore do not automatically apply to a new Offer, extension or extension of the Agreement.

Article 7: Billing and Payment

1. The Customer will pay the fee stated in the Agreement for the Services provided by & Rosa as indicated on the invoice. This payment takes place afterwards, within 14 days of the invoice date. For this purpose, an invoice with a payment link will be sent to the Customer by PDF. The Customer will state the e-mail address for this purpose on the Contact Form. The right to a paper invoice lapses.
2. Payment must be made net to & Rosa 's bank account, without any discount, deduction or setoff.
3. The terms mentioned are deadlines. The value day indicated on & Rosa's bank statements is considered the day of payment. In the absence of timely or full payment by the Customer within the Payment Term, default will occur immediately after this term has expired, without further notice from & Rosa being required. & Rosa is also entitled to suspend the Services to be provided.
4. The fees owed by the Client to & Rosa can never be suspended or settled with any claim by the Client on & Rosa.
5. If payment for the delivery of Services is to be made in advance, the Customer cannot assert any right to delivery thereof before full payment of the amount due to & Rosa has taken place.
6. Incoming payments will always be used to pay judicial and extrajudicial costs and interest, and will subsequently be used to pay the oldest payment obligations outstanding at & Rosa, regardless of any other instructions from the Customer.

Article 8: Liability

1. & Rosa is fully committed to the best of her knowledge and ability to provide the Services in the most careful manner. & Rosa hereby does not provide any guarantee with regard to the result of work performed. In the event of a non-fulfilment of obligations (culpable deficiency), & Rosa is only liable for direct and indirect damage, including but not limited to replacement or processing costs of the Customer in connection with or ensuing from the Agreement, if this damage is the result of intent, gross negligence or recklessness on the part of & Rosa.
2. The liability of & Rosa never exceeds compensation of a maximum of the invoice value agreed between the parties for the Services provided by & Rosa as stated in article 6 of these General Terms and Conditions. The extent to which the shortcoming & Rosa could be attributed, determines the amount of compensation. Slight deviation cannot lead to compensation. & Rosa never covers more than the amount of damage reimbursed and paid by its insurer under the company liability insurance.
3. Direct or indirect damage resulting from entering into, maintaining and / or handling transactions and agreements between the Customer and its (third) contracting parties is never part of & Rosa's liability. Damage must be reported in writing to & Rosa immediately after it has arisen.
4. & Rosa is not liable for damage caused by information sent by the customer online, via the internet.
5. Every claim against & Rosa expires 12 months after the claim arose.
6. Provisions in this article do not apply if the damage is caused by intent, gross negligence or recklessness on the part of the Customer.



Article 9: Force Majeur

1. If & Rosa is prevented from (further) executing the Agreement due to force majeure of a permanent or temporary nature, regardless of whether the force majeure was foreseeable, & Rosa and the Customer are not obliged to timely fulfill an obligation under the Agreement.
2. Force majeure is understood to include; non-fulfilment of obligations (culpable deficiency) of one of the parties as well as third parties or suppliers engaged by & Rosa, revocation of permits, mourning, disease of & Rosa, pandemic and epidemic, governmental measures, temporary unavailability or insufficient availability of equipment or other telecommunications connections which are necessary for the provision of the Services, and any other situation over which & Rosa and the Customer cannot exercise decisive control.
3. The parties will inform each other in writing of a situation of force majeure as soon as possible. If possible, the parties will try to find a solution in consultation.
4. In the case referred to in paragraph 1 & Rosa is entitled to terminate the Agreement in Writing or without judicial intervention, in whole or in part, without any obligation to pay compensation, without prejudice to & Rosa's right to payment for services already provided by & Rosa, or suspend the (further) implementation of the Agreement in whole or in part.
5. If the situation of force majeure continues for more than 7 days, the Agreement will be suspended. If suspension cannot reasonably be demanded from either party or is factually impossible, parties may, in consultation, choose to terminate the agreement, whereby work completed by & Rosa cannot be refunded.
6. Damage caused by force majeure is not at the expense and risk of & Rosa.

Article 10: Complaints

1. Complaints must be communicated in Writing to & Rosa within 8 (eight) working days after the invoice date. If no complaints have been lodged by the Customer within this period, it is assumed that & Rosa has complied properly.
2. Complaints do not in any way justify suspension by the Customer of a due and payable obligation.

Article 11: Intellectual Property

1. Copyrights or any other (intellectual) property rights to the format and content of the Website, the & Rosa Logo, concepts, creations, works, proposals, Products, expressions on the Internet, e-mails, models, techniques, other produced documents and information or any other expressions of, on behalf of or by & Rosa remain with & Rosa.
2. Intellectual property rights to Services and Products that are delivered or made available to the Customer under the Agreement are vested in & Rosa and / or its licensors.
3. The intellectual property rights, copyrights and (sub) licenses mentioned in paragraphs 1 and 2 cannot be transferred by agreement, unless agreed otherwise In Writing.
4. Without prior written permission from & Rosa, it is not permitted to edit, multiply or make public any concept, material or information supplied by & Rosa to the Client, in whole or in part, through any medium or to make it available to third parties, or to make it available to third parties, whether or not for a fee. Any use of a Service or Product that has not been agreed is considered an infringement of & Rosa copyright.
5. It is not permitted to remove or change any indication of rights from information provided by & Rosa.
6. Violation of copyright or any other intellectual property right as described in previous provisions of & Rosa by the Customer or a third party acting directly or indirectly in the performance of the Agreement will immediately result in the payment of a fine to & Rosa of at least EUR 1,000.00 . The customer also compensates the actual damage suffered by & Rosa.
7. The customer indemnifies & Rosa against all claims from third parties at law and otherwise that are related to the provisions of this article and also fully compensate & Rosa with regard to these claims and all damage suffered or to be suffered thereby or in connection with which form.
8. Customer gives & Rosa permission for use for promotional purposes such as, but not limited to, portfolio, blog, social media, competitions and exhibitions. Customer may priorly object the publication in writing.
9. & Rosa can grant permission to distribute her work. The following applies:



- a. The name of & Rosa should be clearly stated with a used work, or included in the publication with a reference to the work.
- b. The Client will always observe the personality rights of & Rosa in accordance with Article 25 Aw when copying and publishing a work.

Article 12: Duration and Dissolution

1. The Agreement between & Rosa and the Client is entered into for the duration of the Assignment, is executed on the Date and cannot be terminated prematurely, unless agreed upon otherwise in Writing between parties.
2. The parties are entitled to dissolve or suspend the Agreement in Writing with immediate effect, with due observance of the legal requirements, without stating reasons and notice of default, if:
 - a. one of the parties is / has been declared bankrupt or has / has filed an application for this;
 - b. one of the parties is in suspension of payment or an application has / has been submitted for this purpose;
 - c. in the event that the Client is a legal person, one of the parties has been or will be liquidated;
 - d. the activities of either party change substantially (for example, by takeover);
 - e. compliance with one of the essential obligations of the Agreement is or is suspected to be in conflict with applicable laws and regulations;
 - f. one of the parties fails to fulfill the obligations under the Agreement after a reasonable period has been given to still fulfill the obligation;
 - g. If a situation as referred to in Article 10 of these General Terms and Conditions arises.
3. If a situation as referred to in paragraph 2 of this article occurs, & Rosa is able to refuse its services. & Rosa is not liable for damage caused by the occurrence of such a situation. & Rosa is also not obliged to (re) pay amounts already paid by the Customer.
4. In the event that the Customer proves not to be creditworthy, & Rosa is entitled to dissolve the Agreement in Writing with immediate effect without giving reasons. This also applies in the event that (a substantial part of) the Client's assets are seized.
5. & Rosa remains entitled to amounts owed by the Client under the Agreement that have become immediately due and payable due to the default.

Article 13: Revocation and cancellation

1. Subject to the legal grounds for exception, the Customer can withdraw from the Agreement within the cooling-off period within 14 (fourteen) days after entering into the Agreement, provided that the Services are provided at least two weeks after entering into the Agreement. If this is not the case, the Customer cannot invoke the right of withdrawal and agrees to the immediate delivery of the Service and waives his / her right of withdrawal. Requests for withdrawal need to be send to the email address stated on the Website.
2. In case of cancellation, this also includes displacement, during the cooling-off period or before the start of the delivery of the Services as agreed in the Agreement, the Customer owes a cancellation fee in accordance with paragraph 3 of this article. Costs already incurred by & Rosa in the context of the performance of the Services must be reimbursed by the Customer. This also includes costs of any third parties engaged by & Rosa for the performance of Services agreed in the Agreement.
3. The cancellation fee for Services is as follows:

Days (between revocation and Date)	Cancellation Fee (percentage of the Price)
0-1	100%
1-2	50 % / or displacement within 3 months

Article 14: Privacy en Cookies

1. & Rosa processes personal data obtained in the context of the execution of the Agreement in strict confidence and in accordance with the applicable laws and regulations, in particular the GDPR as can be

found in the & Rosa Privacy and Cookie Policy. Customer declares to have taken note of the policy and to agree with it.

2. & Rosa uses high-quality security techniques and encryption of the Personal Data. In case of negative interventions beyond the influence of & Rosa, reference is made to article 10 of these General Terms and Conditions.
3. & Rosa does not accept any liability for any damage caused by actions of the Client in violation of this article or the Privacy Policy of Customers and third parties engaged by & Rosa.

Article 15: Website

1. & Rosa is at all times entitled to adjust the Website in terms of content, layout and further necessities at the discretion of & Rosa.
2. & Rosa strives to ensure that the Website functions properly and that it is permanently accessible to the Customer at all times, but cannot guarantee that the Website will function without restrictions or malfunctions at all times, partly due to necessary maintenance and the dependence on the Internet website and technologies.
3. & Rosa does not accept any liability or responsibility with regard to any damage resulting from or related to the use of the Website and its content. Direct or indirect damage as a result of programming by third parties, viruses and hackers that can lead to the modification, destruction, deformation, deactivation or deactivation of software, hardware and / or data of the Customer, Visitor or third parties is never the liability of & Rosa.

Article 16: Governing Law

1. The agreement between & Rosa and the Client is exclusively governed by Dutch law unless the parties have agreed otherwise in writing in advance.
2. Disputes between & Rosa and the Client that cannot be settled amicably will be brought before the competent Amsterdam District Court.