

## **Terms and Conditions**

Amber van Elten – ave is located in Brunssum and is registered at the Chamber of Commerce in Eindhoven under number 83731970. The terms and conditions mentioned below apply to all transactions between Amber van Elten – ave and her clients. Amber van Elten – ave does not accept any other terms and conditions unless otherwise agreed in writing.

### **1. General**

In these terms and conditions means:

- 1.1. Amber van Elten – ave: Amber van Elten, operating under name of Amber van Elten – ave, business in Brunssum, registered in the trade register of the Chamber of Commerce in Eindhoven under number 83731970.
- 1.2. Assignment: any (written/digital) request to Amber van Elten – ave to the provision of services by Amber van Elten – ave, or her replacement, is performed.
- 1.3. Clients: the natural person or legal person who has given Amber van Elten – ave an assignment, as referred to in article 2.
- 1.4. The provisions of these general terms and conditions can only be deviated from if this has been agreed in writing.
- 1.5. The client accepts these general terms and conditions by reserving or booking a service from Amber van Elten – ave.

### **2. Applicability**

- 2.1. These terms and conditions apply to all quotes, bookings, deliveries and transactions between Amber van Elten – ave and her clients. Amber van Elten – ave is registered with the Chamber of Commerce under number 83731970.
- 2.2. Amber van Elten – ave reserves the right to make changes to the terms and conditions, in particular if the developing circumstances with regard to the methods, techniques and/or rates used by ave – Amber van Elten give rise to this and/or current legislation and or regulations give rise to this. The client will be informed in good time of the new text of the conditions, whereby the effective date of the new conditions will also be communicated.

### **3. Acceptance**

- 3.1. The agreement between Amber van Elten – ave and clients is established by the sending of a written order confirmation by Amber van Elten – ave to the client (whether or not by e-mail) and/or signing a quotation by the client sent by Amber van Elten – ave.
- 3.2. The client acknowledges that it has taken note of and agrees to Amber van Elten – ave's general terms and conditions before making a booking.
- 3.3. Amber van Elten – ave can be hired for a specific service at which the rate for this service, or for a specific amount of hours. When booking Amber van Elten – ave by the hour, the hourly rate, set by Amber van Elten – ave applies. Amber van Elten – ave can also be booked for a half or full day. In that case, a half or full day fee applies. A half day is based on 4 (four) working hours (0 to 4 hours) and a full day on 8 (eight) working hours (4 to 8 hours). All working hours after 8 hours are counted as overtime.

- 3.4. The first two exceeded hours in accordance with the contract will be booked as overtime and billed as the basic hourly rate of Amber van Elten – ave. Any additional overtime hours, up to 2 (two) hours of overtime, will be increased by 25% of the standard hourly rate. After 4 (four) hours of overtime, Amber van Elten – ave will charge 50% of the standard hourly rate.
- 3.5. For a half day booking, based on 4 (four) working hours (0 to 4 hours), applies that if the booking is overdue and the 4 hours are exceeded, a full day will be charged.
- 3.6. When a booking takes more than 8 (eight) working hours (8 plus hours) in advance, the fee applied by Amber van Elten – ave applies.
- 3.7. For work by ave – Amber van Elten between 24:00 and 07:00, Amber van Elten – ave will charge 200% of the rate, unless agreed otherwise.
- 3.8. For work on public holidays, Amber van Elten – ave will charge 125% of the rate, unless agreed otherwise.

#### **4. Travel and expense allowance**

- 4.1. The travel and expenses incurred by Amber van Elten – ave are for the account of the client. A kilometer allowance of €0.30 per kilometre or full reimbursement with regard to public transport applies to all assignments.
- 4.2. Travel costs for work abroad are also fully for the account of the client, including any costs for overnight stays, food and drinks, unless otherwise agreed in writing by clients and Amber van Elten – ave.
- 4.3. Costs for parking are at the expense of the client.

#### **5. Prices**

- 5.1. The stated prices are exclusive of VAT. Unless otherwise stated, unless agreed otherwise.
- 5.2. The stated prices do not include travel and expense reimbursement, unless agreed otherwise.
- 5.3. The stated prices do not include the purchase of desired products/goods, unless agreed otherwise.
- 5.4. Offers and quotations do not automatically apply to future assignments.
- 5.5. An offer is valid for 14 (fourteen) days unless explicitly stated otherwise.
- 5.6. The first quotation issued is mutually non-binding, no rights can be derived from printing, typographical errors and clerical errors as well as from mutilated quotations.

#### **6. Payment**

- 6.1. When concluding the order confirmation/agreement, the client will pay total invoice amount within 14 (fourteen) days after the invoice days.
- 6.2. For assignments longer than 1 day (read: bridal assignment, film set, theatre), Amber van Elten – ave asks for a partial advance of the total invoice amount. For assignments longer than 2 weeks, Amber van Elten – ave will send partial invoices, which must also be paid within 14 days.
- 6.3. For bridal assignments, Amber van Elten – ave will charge the trial session rate in advance. This amount is for the time and work done on the date of the trial session

(before the wedding). No refund claim can be made on this amount as this work/service has been performed. After dissolution of the contract, the remaining amount of the invoice will lapse, provided that within the cancellation periods.

- 6.4. If the invoice is not paid within 14 days, Amber van Elten – ave may take other steps and actions:
- If the payment has not been made after 31 days, a payment reminder will follow.
  - If the payment has not been made after 14 days, a second (2nd) payment reminder will follow and a surcharge of 25% will be added to the current rate.
  - If the payment has not been made after 14 days, a third (3rd) payment reminder will follow with a surcharge of 50% on top of the current rate.
  - If the payment has not been made after 14 days, Amber van Elten – ave will take other steps. And she is forced to call in a collection agency.

### **7. Cancellation, termination and suspension of the agreement**

- 7.1. If the client cancels an agreement in whole or in part, the costs incurred by Amber van Elten – ave as a result of this cancellation will be fully reimbursed by the client.
- 7.2. If a booked order is cancelled, the client owes the following cancellation costs:
- In case of cancellation from the 7th day up to 48 hours before the agreed date, the cancellation costs are 25% of the costs of the total order.
  - In case of cancellation from 48 hours up to 24 hours before the agreed date, the cancellation costs are 50% of the costs of the total order.
  - In case of cancellation from 24 hours before the agreed date, the cancellation costs are 100% of the costs of the total order.
- 7.3. If the booked order is cancelled before 7 days of the planned date, no costs will be charged.

### **8. Force majeure backup service**

- 8.1. In the event of force majeure, including illness, Amber van Elten – ave may at any time partially or completely cancel the order. Invoicing will then be adjusted proportionally. Force majeure also includes: war, riots and hostilities of any kind, blockade, boycott, natural disasters, epidemics, lack of raw materials, prevention and interruption of transport options, disruptions, import and export restrictions or bans, obstacles caused by measures, laws or decisions of international, national and regional (government) authorities.
- 8.2. In case of force majeure, Amber van Elten – ave will make every effort to find a colleague of an equivalent level who can complete the assignment. However, a guarantee for availability can never be given. If Amber van Elten – ave has not been able to find a replacement colleague, the agreement will be partially or completely canceled.
- 8.3. In the event of hindrance from Amber van Elten – ave itself, no costs (compensation) can be recovered.

### **9. Liability**

- 9.1. Amber van Elten – ave excludes any liability and rejects possible claims for damages, both direct and indirect, arising from circumstances that are not attributable to the fault

of Amber van Elten – ave and that are governed by Dutch law or the social traffic standards cannot reasonably be attributed to Amber van Elten – ave.

- 9.2. Only the damage for which Amber van Elten – ave is insured and which is reimbursed by the insurer are eligible for compensation.
- 9.3. Despite the fact that Amber van Elten – ave uses dermatologically tested products and hygiene is a high priority, it is possible that an allergic reaction occurs due to the use of products. Amber van Elten – ave is not liable for allergic reactions or inflammations caused by the use of brushes/products.
- 9.4. Amber van Elten – ave is not liable for damage to personal property.

#### ***10. Damage and/or theft***

- 10.1. Amber van Elten – ave has the right to claim compensation from the client if the client damages products/goods.
- 10.2. Amber van Elten – ave always reports theft to the police and to the responsible client (head manager).