

General Terms and Conditions

Merle van Hattum - Interior design

Merle from Hattum Interior Design is an interior designer and stylist. Merle van Hattum Interior Design is established at Rijksstraatweg 86 G1, 2022 DC in Haarlem and registered as a sole proprietorship in the Commercial Register of the Chamber of Commerce under number: 84090901.

These general terms and conditions explain under which conditions you can use my services. When drawing up these general terms and conditions, the use of any complicated legal terms has been kept to a minimum. If you still have any questions about (parts of) these terms and conditions, please feel free to contact me at hello@merlevanhattum.com.

Definitions

These general terms and conditions use certain terminology. To avoid discussion about their interpretation, this article explains the meaning of the different terms.

Merle van Hattum Interior Design: Contractor, i.e. the person who carries out the assignment and as such the user of these general terms and conditions.

Client: you, who concludes or wishes to conclude an agreement with Merle van Hattum Interior Design.

Business Client: the legal entity or natural person acting in the course of a profession or business. This is in fact always a business.

Consumer: the natural person not acting in the course of a profession or business, i.e. a private Client.

Assignment: the agreed work that Merle van Hattum Interior Design will carry out for the Client and for which an agreement is concluded.

Agreement: the formal agreements that Merle van Hattum Interior Design and the Client enter into.

Written/in Writing: this refers to both traditional written communication and digital communication, such as e-mail and WhatsApp messages.

For the readability of these general terms and conditions, 'Client' is also referred to as 'you and your' and 'Client' and '{ i>Merle van Hattum Interior Design' jointly as 'Parties' and individually as 'Party'.

These are the formal agreements we enter into together:

Article 1 – When do these general terms and conditions apply?

1. These general terms and conditions apply to all quotations, offers, Agreements, orders, invoices and other work carried out by Merle van Hattum Interior Design and to which Merle van Hattum Interior Design has declared these general terms and conditions applicable.
2. Since these general terms and conditions have been written specifically for the services that Merle van Hattum Interior Design offers, any general terms and conditions used by the Business Client, however named or referred to, do not apply. These conditions are expressly rejected by Merle van Hattum Interior Design. Deviations from and additions to these general terms and conditions only apply if they have been expressly accepted in Writing by Merle van Hattum Interior Design.
3. These general terms and conditions also apply in the event of changes made to an Agreement concluded between the Parties or if the Parties conclude a subsequent Agreement.
4. Merle van Hattum Interior Design reserves the right to adjust these general terms and conditions. If Merle van Hattum Interior Design decides to do so, you will of course receive Written notice in advance.
5. If one or more provisions of these general terms and conditions prove to be invalid, which in legal terms is referred to as void or voidable, the remaining provisions in these general terms and conditions will remain fully valid. In that case, the parties will agree on a new provision, in mutual consultation, which provision matches the purpose and purport of the original invalid provision, as much as possible.
6. If the Parties enter into specific agreements that deviate from these general terms and conditions, those deviating agreements will take precedence over these general terms and conditions.
7. When you accept an offer made by Merle van Hattum Interior Design, Merle van Hattum Interior Design assumes that you are familiar with these general terms and conditions and agree to their content. It is your responsibility to have actually read the general terms and conditions.
8. These general terms and conditions have been written for both Business Clients and Consumers. If an article only applies to one of these two, this will be clearly indicated in the relevant article.

Article 2 – Quotations

1. Offers are valid for thirty (30) calendar days after the quotation date, unless a different validity period is stipulated in the quotation.
2. If you only accept part of an offer, you cannot oblige Merle van Hattum Interior Design to carry out part of the Assignment for a corresponding part of the offer price. In that case, Merle van Hattum Interior Design has the right to prepare a new offer.
3. The stated rates include VAT, unless stated otherwise.
4. Offers do not automatically apply to future Assignments.
5. The content of the Agreement consists exclusively of the services described in the offer.
6. Humans make mistakes. You therefore cannot hold Merle van Hattum Interior Design to account for apparent mistakes or errors in the offer or for programming and/or typing errors on its website or social media channels.

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Article 3 – This is how the Agreement between the Parties is concluded

1. An Agreement exists between the Parties when:
 - a. You agree verbally or in Writing with an offer from Merle van Hattum Interior Design;
 - b. Merle van Hattum Interior Design starts the execution of the Assignment on your instruction;
 - c. Merle van Hattum Interior Design confirms an Assignment to you by e-mail. Merle van Hattum Interior Design assumes that the confirmation of the assignment contains a correct and complete description of the work to be carried out, unless you let us know, without undue delay, that this is not the case.
2. To keep the process workable for both Parties, the Parties agree that all common means of communication may be used for communication purposes. In particular, means of communication that work via an Internet connection.

Article 4 – Execution and content of the Assignment

By concluding the Agreement, both Parties enter into a number of obligations and both Parties also have a number of rights:

1. By concluding the Agreement, Merle van Hattum Interior Design assumes an obligation to use best endeavours. This means that Merle van Hattum Interior Design will carry out the Assignment to the best of its insight, knowledge and ability. Merle van Hattum Interior Design will its best efforts to achieve a result that is useful to you and that corresponds to the wishes you have expressed, as much as possible. However, Merle van Hattum Interior Design cannot guarantee that the result fully meets your wishes. Therefore, Merle van Hattum Interior Design expressly does not enter into an obligation of result.
2. Merle van Hattum Interior Design will comply with any timely and responsible instructions issued by you with regard to the execution of the Assignment and will keep you informed of the progress of the Assignment.
3. Merle van Hattum Interior Design assumes that you are familiar with the portfolio and design style of Merle van Hattum Interior Design.
4. The Assignment expressly does not consist of architectural advice.
5. You are aware that the result of the Assignment partly depends on your input. You must therefore provide data and information that are necessary for the execution of the Assignment in a timely manner. This includes images for inspiration, before and/or after pictures of the situation, floor plans, dimensions, colour codes, budget, corporate identity documents, preferred suppliers, etc. If Merle van Hattum Interior Design has not received this information on time, Merle van Hattum Interior Design has the right to postpone the execution of the Assignment. In that case, Merle van Hattum Interior Design may charge you for any additional costs incurred in this regard.
6. You at all times remain responsible for implementing the advice given by Merle van Hattum Interior Design. This also applies if a floor and lighting plan is part of the Assignment.

The purchase of furniture, accessories and building materials is expressly not included in the invoice amount, unless otherwise agreed in Writing in advance.

7. If you have any additional wishes that are not included in the quotation price, Merle van Hattum Interior Design has the right to charge additional costs for the implementation of these wishes. The Parties will discuss this in advance.
8. Designing is a process. To prevent this process from dragging on, you are entitled to a maximum number of feedback sessions specified in the offer in advance. Merle van Hattum Interior Design may charge extra costs for additional feedback sessions.
9. If during the execution of the Assignment it appears that changes or additions to the work are necessary to properly perform the Assignment, the Parties will adjust the Assignment in mutual consultation. If this affects the delivery/execution period and/or the price, Merle van Hattum Interior Design will inform you thereof.
10. Designs not selected at all times remain the property of Merle van Hattum Interior Design and cannot be used by you without prior permission. Merle van Hattum Interior Design has the right to use these designs for other clients.

Article 5 – Third parties

1. Merle van Hattum Interior Design reserves the right to engage third parties in the execution of the Assignment. This includes project managers, graphic designers and technical experts or other interior designers who work on behalf of Merle van Hattum Interior Design. Naturally, Merle van Hattum Interior Design only works with third parties who deliver the agreed quality standard. When engaging third parties, Article 7:404, Article 7:407 paragraph 2 and Article 7:409 of the Dutch Civil Code are expressly excluded. The footnote provides further information as to what these articles entail.
2. When Merle van Hattum Interior Design, at your request, puts you in touch or refers you to a third party, for example for the roll-out of the advice issued by Merle van Hattum Interior Design, Merle van Hattum Interior Design's role therein is to refer only. You conclude the agreement with that third party, while Merle van Hattum Interior Design is expressly not a Party to that agreement.
3. However, you can appoint Merle van Hattum Interior Design as an authorised representative to act on your behalf. In that case, the agreements that Merle van Hattum Interior Design concludes on your behalf are at your risk and expense.

Article 6 – Completion of the Assignment

1. An Assignment is considered completed when Merle van Hattum Interior Design has provided you with the result of the Assignment (digitally).
2. An Assignment will in any case be considered completed when fourteen (14) calendar days have passed after Merle van Hattum Interior Design has informed you that the Assignment has been completed and Merle van Hattum Interior Design has not received a response to that notification. Completion does not require you to have approved the result of the Assignment and/or that you will be using it.

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Article 7 – Delivery and execution period

- 1.The delivery/execution periods stated by Merle van Hattum Interior Design are by estimation only and cannot be seen as strict deadlines.
- 2.The periods do not start until Merle van Hattum Interior Design has received all the necessary information from you.
- 3.If it has been agreed that an Assignment will be carried out in phases, Merle van Hattum Interior Design can postpone the execution of parts that belong to a subsequent phase until you have provided feedback on the results of the preceding phase and/or have paid for this. Merle van Hattum Interior Design may charge you for any additional costs incurred by Merle van Hattum Interior Design on account of your failure to cooperate in this.
- 4.In the unlikely event that Merle van Hattum Interior Design does not expect to meet a deadline, Merle van Hattum Interior Design will notify you thereof in a timely manner. Exceeding a term or period does not automatically mean that Merle van Hattum Interior Design is in default.

Article 8 – Duration of the Assignment and cancellation

Although the Parties do not assume so, it is possible that Merle van Hattum Interior Design or you may wish to terminate the Agreement prematurely. To avoid any discussion about this at that time, the possibilities and corresponding situations are set out below:

- 1.The Agreement between the parties runs until the result of the Assignment has been delivered or, if this has been agreed as such, for a fixed period of time.
- 2.If you terminate the Assignment prematurely, both the work performed by Merle van Hattum Interior Design to date and any costs incurred as a result of, but not limited to, the engagement of third parties, will be charged to you. Work performed includes any preparatory work not immediately visible to you. For Business Clients, Merle van Hattum Interior Design further has the right to charge a cancellation fee of thirty percent (30%) of the invoice amount that Merle van Hattum Interior Design would have charged if the Assignment had been fully completed.
- 3.If you have authorised Merle van Hattum Interior Design to make purchases on your behalf for the roll-out of the advice, you are obliged to pay the corresponding costs incurred, even in the event of cancellation. Examples include the costs for paint, wallpaper, furniture, lighting, accessories and third parties engaged to implement the design.
- 4.If Merle van Hattum Interior Design cannot properly execute the Agreement and/or in the event of force majeure or other unforeseen circumstances, Merle van Hattum Interior Design is authorised to cancel or reschedule the Assignment. Naturally, Merle from Hattum Interior Design will notify you thereof in a timely manner.
- 5.In exceptional situations, Merle van Hattum Interior Design has the right to terminate the Agreement with immediate effect, without the intervention of a court, or to suspend the execution of the Agreement to prevent the (future) non-payment of an invoice. Merle van Hattum Interior Design has this right in the following situations:

- a. When a winding-up petition has been filed for the Business Client or when the Business Client has been declared insolvent
- b. When a court grants you suspension of payments (deferral of payment);
- c. When you are admitted to a debt counselling program.

If Merle van Hattum Interior Design decides to postpone or terminate the Agreement based on one of these reasons, Merle van Hattum Interior Design is in no way obliged to compensate you for any damage or costs that you may incur as a result, nor does it affect your obligation to pay Merle van Hattum Interior Design.

6.Merle van Hattum Interior Design can only carry out the Assignment properly if you render your cooperation. If you do not comply with the formal agreements in the Agreement, Merle van Hattum Interior Design is authorised to suspend the execution of the Agreement or to terminate the Agreement. Naturally, Merle from Hattum Interior Design will first consult you to see what is going on and let you know what is expected of you. In that case, you will be given a reasonable period to repair the defect, so that the Parties can still continue the Agreement.

Article 9 – Statutory cooling-off period on products

If the Assignment (partly) consists of the purchase of products, a statutory cooling-off period may apply. This article explains what rules apply in that instance.

- 1.When you purchase products from Merle van Hattum Interior Design or Merle van Hattum purchases these products from a supplier on your behalf, the Consumer is entitled to a statutory cooling-off period. During a cooling-off period of fourteen (14) calendar days, the Consumer may cancel the purchase of the product, without having to state reasons.
- 2.The statutory cooling-off period starts on the day after the Consumer received the product. If the Consumer ordered multiple products as part of the same order, the legal cooling-off period starts on the day on which the Consumer received the last product from the order.
- 3.The statutory cooling-off period no longer applies for products that have been made, adapted or assembled according to the Consumer's specifications,
- 4.nor does the statutory cooling-off period apply to Business Clients.
- 5.During the statutory cooling-off period, the Consumer may remove the product from the transport packaging with the aim of determining the nature and characteristics of the product, in a manner as the Consumer would do in a physical store. The Consumer must handle the product with care and not use the product. The Consumer will be liable for any reduction in value during the statutory cooling-off period.
- 6.If the Consumer wishes to make use of the statutory cooling-off period, the Consumer must inform Merle van Hattum Interior Design of this in Writing within the statutory cooling-off period by completing the Return Form or by sending an e-mail to: hello@merlevanhattum.com. In that case, the Consumer must return the product to Merle van Hattum Interior Design within fourteen (14) calendar days after dissolution of the purchase.
- 7>Returns must be made in the original transport packaging, as much as possible.
- 8.The costs for returning will be payable by the Consumer.

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9. The risk and burden of proof for correctly and timely exercising the statutory cooling-off period rests with the Consumer.

10. After receiving the return shipment, the Consumer will receive confirmation and the purchase amount will be refunded to the Consumer's bank account number within fourteen (14) calendar days.

11. No statutory cooling-off period applies to products that are tailor-made according to the Consumer's specifications and/or which are made on the basis of individual choices or decisions by the Consumer.

Article 10 – Rates, invoicing and payment

1. Merle van Hattum Interior Design has the right to change prices. If Merle van Hattum Interior Design decides to do so, you will of course receive Written notice in advance. If the price change is made within three (3) calendar months after concluding the Agreement, you have the right to terminate the Agreement. This does not apply if the price change is the result of a legal obligation Merle van Hattum Interior Design has to comply with.

2. Merle van Hattum Interior Design may request a down payment from you. This down payment must be received by Merle van Hattum Interior Design before the start of the Assignment.

3. Merle van Hattum Interior Design has the right to invoice in instalments. In that case, you will receive an invoice after each completed phase of the Assignment.

4. The payment term for invoices is fourteen (14) calendar days after the invoice date. Payment must be made by bank transfer into the bank account number of Merle van Hattum Interior Design, stating the invoice number, or in response to a payment request.

5. If you do not adhere to the payment term, you will owe statutory (commercial) interest and collection costs. The legal regulations apply to late payments.

6. You have the right to utilise the result of the Assignment for the purpose for which the Assignment was completed, provided you have met your payment obligation.

Article 11 – Liability and warranty

1. Merle van Hattum Interior Design is only liable for direct damage or loss resulting from the performance of the Assignment, if this constitutes a statutory or contractual attributable shortcoming, intent or gross negligence on the part of Merle van Hattum.

2. In any case, direct damage or loss does not include: consequential damage or loss, mutilated or lost data or materials, lost turnover and profit, missed savings, reputational damage, loss of (business) data and damage due to business interruption.

3. Merle van Hattum Interior Design is not liable for any damage or loss caused by Merle van Hattum Interior Design based on incorrect or incomplete information provided by or on behalf of you. This does not apply if Merle van Hattum Interior Design could reasonably have known that the data was incorrect or incomplete.

4. Nor will Merle van Hattum Interior Design be liable for any failure by you or any third party engaged by you to correctly measure the space(s) or to provide the correct dimensions.

5. To the extent that Merle van Hattum Interior Design can limit its liability, the liability will be limited to the maximum amount as stated on the invoice of the Assignment.

6. In any case, Merle van Hattum Interior Design will never be liable for more than the amount paid out by a liability insurance policy taken out by it, increased by the excess under that insurance policy.

7. Contrary to the statutory limitation period, all claims for compensation are subject to a limitation period of twelve (12) calendar months after termination of the Agreement.

8. You must indemnify Merle van Hattum Interior Design against any third-party claims arising from the application or use of the result of the Assignment.

9. All products supplied by Merle van Hattum Interior Design are subject to the statutory warranty provisions.

Article 12 – Intellectual property rights

1. All copyrights and other rights of intellectual property vested in works such as designs, images, advice, drawings, mood boards, (3D) visualisations and files resulting from the execution of the Assignment belong exclusively to Merle van Hattum Interior Design.

2. You may not copy or sell these works or otherwise make them available to third parties without prior Written permission, including, but not limited to, sharing these on social media, unless this is necessary in relation to the purpose of the work. Nor are you allowed to make changes to the result of the Assignment without having obtained prior Written permission.

3. After having paid the invoice amount, you will be granted a non-transferable, exclusive and perpetual right to use the result of the Assignment. This means that you are free to use the design.

4. Merle van Hattum Interior Design may use results of the Assignment for promotional purposes. Naturally, your privacy is taken into account when doing so.

5. If you fail to comply with the provisions of this article, Merle van Hattum Interior Design has the right to recover from you the damage or loss that Merle van Hattum Interior Design suffers as a result.

Article 13 – Privacy

1. The privacy and cookie statement of Merle van Hattum Interior Design applies to all agreements and these general terms and conditions, as well. These can be consulted at www.merlevanhattum.com. The privacy and cookie statement explains which personal data Merle van Hattum Interior Design processes, the purpose and basis for doing so, what security measures have been taken, how long the personal data is retained and with whom the data is shared. It further explains your rights as a data subject.

2. Merle van Hattum Interior Design will only save and use the data provided by you for the purposes described in the privacy and cookie statement.

Article 14 – Complaints

1. If you are not satisfied with the services provided by Merle van Hattum Interior Design, or if you have a complaint about the execution of the Assignment, then notify Merle van Hattum Interior Design thereof in Writing, clearly describing the issue, without undue delay and in any case no later than within two (2) calendar months after completion of the Assignment.

2. Merle van Hattum Interior Design will respond to the specifics of the complaint no later than fourteen (14) calendar days after receipt thereof and propose a solution, where possible.

3. Filing a complaint does not release the Business Client from its payment obligation.

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Article 15 – Applicable law

1. All agreements and these general terms and conditions are exclusively governed by Dutch law.
2. In all cases, the parties will try to reach a joint solution to any disputes first. If unsuccessful, disputes will be submitted to the competent court of Noord-Holland, unless the law prescribes otherwise. This also applies to disputes that are regarded as such by only one of the Parties.

For those who wish to know:

Article 7:404 of the Dutch Civil Code states that the actual contractor is, in principle, obliged to carry out the assignment himself.

Article 7:407 paragraph 2 of the Dutch Civil Code stipulates that when two or more persons have been granted an assignment together, they are each fully liable for shortcomings in the fulfilment of that assignment as a whole, unless the shortcoming is beyond the control of either.

Article 7:409 of the Dutch Civil Code states that if an assignment has been granted with a view to a specific person, the assignment ends upon the death of that person.