



## Terms and conditions

### Article 1 - General terms

**1.1** In these general terms and conditions the following definitions apply:

**Client:** the party that gives an *assignment* to StudentMovingCompany;

**Contractor,** user of these general terms and conditions: StudentMovingCompany

*Assignment:* the services that the **contractor** provides in the context of an agreed *assignment*, which is concluded between the **contractor** and the **client**.

**1.2** The quotation submitted via StudentMovingCompany is free of charge, without obligation and an estimation. No rights can be derived from this quotation.

### Article 2 - Applicability

**2.1** These general terms and conditions are exclusive of any other general terms and conditions, and it applies in full to all legal relationships between **contractor** and **client**, except to the extent that there has been deviated from these conditions in writing.

**2.2** Accepting the quotation or ordering a service means that the **client** accepts the applicability of these terms and conditions.

### Article 3 - Formation of the agreement

**3.1** Every offer from the **contractor** is without obligation and can be withdrawn at any time, even immediately after acceptance thereof by the **client**. The **contractor** can only start with the implementation of commence an *assignment* after receiving the order confirmation by email, including: the applicability of the general terms and conditions given by the **client** and this acceptance has been received by the **contractor**. If parties agree upon an advance payment, the execution of the *assignment* will only continue after receiving the agreed advance payment.

**3.2** The hourly rate, or any unit price, in the quotation or on the website is always stated excluding levies, permits, and/or taxes imposed by the government, and excluding other additional costs.

**3.3** The conclusion of an agreement may also be evident from other facts and circumstances, such as making moving goods available to the movers by the **client**.

**3.4** If the **client** decides to change the *assignment* within 48 hours, € 150 in change costs will be charged. Provided these changes are accepted by the **contractor**.

### Article 4 - Contract duration

**4.1** The *assignment* between the **contractor** and the **client** is for an indefinite period of time, unless the nature of the agreement dictates otherwise or if expressly written.

**4.2** If a term has been agreed for the execution of the *assignment*, this can never be regarded as a deadline, unless that period is expressly stated in writing as a strict deadline.

**4.3** If the deadline has expired or there has been a delay, there is no possibility of a discount, unless both parties agree otherwise in writing.

## Article 5 - Execution of the assignment

**5.1** The **contractor** has the right to have certain work carried out by third parties. Application of Articles 7:404, 7:407, paragraph 2 and 7:409 of the Dutch Civil Code is hereby excluded.

**5.2** The **client** is obliged to provide all data, documents and/or any materials the **contractor** believes is necessary for the correct execution of the *assignment*, on time and in the form and manner desired by the **contractor**.

**5.3** The **client** guarantees the accuracy, completeness, reliability and suitability of the material or materials made available to the **contractor** for the execution of the *assignment*.

## Article 6 - Confidentiality

**6.1** If the **client** informs the **contractor** in writing that: the **contractor** must maintain confidentiality regarding the *assignment* towards third parties, **contractor** is obliged to do so, except if for the proper fulfillment of the *assignment* it is necessary to consult with third parties, for example with third parties who actually carry out the *assignment*.

**6.2** In the event that the **contractor** has engaged third parties to implement (part of) the *assignment*, the **contractor** will impose the same duty of confidentiality on it as to which the **contractor** himself may be bound towards the **client**.

## Article 7 - Termination of the assignment

**7.1** The *assignment* can be cancelled prematurely by both parties in written, taking into account a notice period of 4 working days.

**7.2** In the event that an *assignment* is cancelled, the **client** obliges the **contractor** to pay a fee up to the moment of cancellation. This fee needs to be paid within 5 working days.

**7.3** In the event of liquidation on the part of the **client** and/or (application for) a suspension of payment or bankruptcy, seizure if and insofar as the seizure is not within 3 months dissolved, debt restructuring, any circumstance in which the assets can no longer be available, or of any similar circumstance, the **contractor** is free to terminate the *assignment* with immediate effect, without any obligation on its part to pay any damages or compensation. The claims of the **contractor** against the **client** are immediately due and payable in that case.

**7.4** If the **contractor** terminates the agreement, the claims of **contractor** to the **client** are immediately due after dissolution. In that case it is the **contractor** who is in no way obliged to compensate any damage or costs incurred as a result to arise.

**7.5** If the **client** decides to cancel the order, within a period of 4 working days before the *assignment* takes place, € 150 in cancellation fees will be charged, unless otherwise agreed in writing.

**7.6** The **contractor** reserves the right to refuse an order or part of it when this could pose a risk to personnel and their health.

**7.7** The **contractor** reserves the right to terminate the agreement without any compensation in the event of force majeure, strike, lock-out, fire, war, mobilization, flood and other natural disasters, or any cause of delay independently of the moving company's will.

**7.8** The **contractor** retains the option to charge a surcharge for heavy objects. This applies to objects over 70kg.

## Article 8 - Payment

**8.1** The quotation is an estimation, the final price may differ from the quotation. The final price will be calculated afterwards based on: actual hours worked. The **client** must pay for the actual hours worked, taking into account the minimum order of 3 hours. The **client** is not entitled to a discount

if the quotation is incorrect. Our rate list always applies. Working hours are rounded up to whole hours.

**8.2** Payment takes place in cash when the workers finish, unless otherwise agreed in writing. The **contractor** reserves the right to charge 10% surcharge on the final price if the **client** refuses to pay in cash after completion of the service.

**8.3** The **client** is aware that after 8 consecutive working hours an overtime allowance will be charged on top of the hourly wage. This allowance is: € 15,- on top of the regular hourly rate.

**8.4** If it appears during payment that the **client** has not fulfilled his obligation to pay or will comply, the **contractor** is entitled to suspend (completion of) the move. In that case, the **contractor** is also entitled to store and sell the moving goods.

**8.5** If it has been agreed in writing that the payment will be made via invoice, this must be done within 14 days, in the manner indicated on the invoice. The payment must be made without deduction, settlement or suspension on any grounds whatsoever.

**8.6** If payment is made later than stated in paragraph 8.5, the **client** is legally in default.

**8.7** If the **client** is in default towards the **contractor** in any way, all reasonably incurred extrajudicial costs will be incurred **client's** account. Any judicial and enforcement costs incurred will also be charged to the **client**.

**8.8** The **client** also owes the statutory costs of 5% on everything **contractor** has to claim from the **client** during the period from the date at which the default occurred until the moment full payment of the amount due will have taken place.

**8.9** Payments made by the **client** are always intended primarily for the costs, and secondly of invoices that have been due for the longest time open, even.

**8.10** If the **client** objects to the amount of an invoice, he must submit it penalty of forfeiture, it must be communicated to the **contractor** in writing within 7 days after the invoice date. Submitting the objection will not suspend the **client's** payment obligation.

## Article 9 - Liability

**9.1** The **client** is responsible to organize the conditions at and around the locations, including parking space, transport space, permits and exemptions for the moving vans, moving lifts and staff in such a way that the **contractor** is enabled to carry out the *assignment* free of charge and within acceptable circumstances unless otherwise agreed in writing. The **client** is also responsible to organize and pack the goods to be transported according to the standards of the **contractor**.

**9.2** The **client** must apply for permits and exemptions for the *assignment* at the municipality (this can be done via the digital counter and must be requested 10 working days in advance). If the **client** fails to do so, the **contractor** may refuse the *assignment*. If the contractor decides to carry out the assignment any risks are on the **client**. The **contractor** is never liable for consequential damage as a result and costs due to negligence of the **client** will be borne by the **client** and must be paid immediately from the date on which the costs and damage has occurred.

**9.3** The **contractor** is not liable for any damage if the damage has arisen as a result of the **client** providing incorrect information and/ or defective materials.

**9.4** The **contractor** accepts liability for damage suffered to the extent that these damages and costs can reasonably be attributed to the failure of fulfilling the obligations towards the **client** and insofar as this liability is covered by the insurance, up to the amount of payment made by the insurer. If the insurer does not pay out in any case, then the **contractor's** liability is limited to the amount charged in the relevant *assignment*, or at least the amount charged that relates to the part of the *assignment* to which the liability relates, turnover tax is excluded. The liability for personnel of the **contractor** and third parties or auxiliary persons involved are hereby completely excluded.

**9.5** The **contractor** accepts no liability towards anyone other than the **client**, and is indemnified by the **client** against the financial consequences of any such claims from third parties.

**9.6** The **contractor** is never liable for consequential damage, lost profit, missed savings and any damage whatsoever due to business stagnation of the **client**.

**9.7** The starting time is indicated in time blocks. This is due to illness, traffic jams or any other delays. The **contractor** is never liable for any delay in the starting time.

**9.8** The **client's** items must be packed for transport by the **client**, unless otherwise agreed in writing in the *assignment* (the contents of a moving box, for example, must be packed in such a

way that loose items (cutlery) cannot damage each other). Small items should be packed in closed boxes priorly. The **contractor** is not liable for damage caused to **client** pre-packed materials. Unless the mover can see in advance to transport that the material is undamaged and expressly indicates that the item is packed properly for transport.

**9.9** Items and/or furniture older than 15 years are not insured. The integrity and sturdiness of furniture cannot be guaranteed with items older than 15 years. Or if the depreciation period has passed.

**9.10** The **contractor** only works with experienced movers. If other than at **contractor**, known employees help carry out the *assignment*, the **contractor** is no longer liable to any damage caused by our employees or third parties present. The items that are placed in the truck by anyone other than the movers are also not insured.

**9.11** In the event of a delay, the **contractor** is not liable. The **client** will bear the costs for waiting. Some delay may occur due to delay from a relocation, traffic jams, bad weather conditions, etc.

**9.12** The **contractor** reserves the right at all times to suspend the transport of pots of soil/plants, or items for which the movers cannot guarantee safe transport. The contractor refuses to transport living beings. Damage to plants, aquariums, stairwells, antiques and floors remains from the liability of the **client**. This applies also for items that are hygienically irresponsible for the **contractor** and its employees.

**9.13** When lifting with rope and block, it is necessary that the employees of the **contractor** have access to the lifting beam, this is the responsibility of the **client**. All damage resulting from towing will be fully borne by the **client**. The **client** is responsible for the access of the moving hook as well a free passage for the entire items that need to be moved.

**9.14** When assembling or disassembling furniture, it is necessary that the **client** provide the employees of the **contractor** with instructions. All damage resulting from the (dis)assembly of furniture without instructions is entirely at the expense of the **client**.

**9.15** Any liability expires after 10 working days from the date of damage.

**9.16** The **contractor's** liability stated in this article does not entail that **client** is released from his her payment obligation. The **client** needs to fulfill the (invoice) amount charged by the **contractor** within the applicable period payment term in full.

**9.17** In the event of force majeure, the **contractor** is never liable for any damage whatsoever.

## Article 10 - Damages and compensation in the event of liability

**10.1** If damage is found upon delivery of the moving goods, the **client** must report this to the movers during the move. If upon delivery there is no opportunity to detect any damage to the moving goods the **client** must declare this in writing in at the latest at the time of delivery. It is strongly recommended that any damage be reported within 2 working days of the move to the **contractor** in writing. If the **contractor** does not receive the aforementioned notification within time, he is considered to have completed the relocation without noticeable damage.

**10.2** The **client** has a mandatory deductible of € 200 per damage, if the damage was demonstrably caused by the **contractor**.

**10.3** In the event of damage, the **client** must always send the original receipt of the damaged item. If the original receipt is not available, the **client** must contact the supplier to request a receipt.

**10.4** In the event of damage, the **client** is obliged to cooperate in the damage procedure. Such as having a damage comparison done by a **contractor** designated damage expert.

**10.5** The **client** may under no circumstances settle debts. Invoice must be paid at all times regardless of damage caused by **contractor**. Damage claim must be submitted afterwards to be handled.

**10.6** The compensation for damages can never be higher than the final invoice of the *assignment*.

**10.7** All matters/claims based on or related to the relocation agreement expire in accordance with the Dutch Civil Code one year after delivery of the moving goods.

## Article 11 - Complaints

Complaints about the execution of the *assignment* must be clearly and completely described after the **client** has discovered the defects. It is strongly recommended that complaints be made to be reported to the **contractor** in writing within 2 working days after the move. Failure to submit the complaint on time may result in the customer losing his rights in this regard.

## Article 12 - Prohibition of takeover of staff

The **client** is prohibited from employing or otherwise use employees of the **contractor** of their services during the period in which the **contractor** is carrying out work **client**, as well as during a period of 12 months after the end thereof. If the **client** does use the employees without consent of the contractor there will be a penalty of € 5,000, without prejudice to the **contractor's** right to demand compliance.

## Article 13 - Applicable law

**13.1** All agreements to which these general terms and conditions apply, dutch law also applies.

**13.2** Both the **client** and the **contractor** will, before appealing to the court, make every effort to reach an agreement.