

General Terms and Conditions

Article 1 – Applicability

1. These terms apply to all offers, agreements, and activities of martijnroskam.com, hereinafter referred to as Contractor.

2. Deviations from these terms are only valid if agreed upon in writing.

Article 2 – Formation of agreement

1. An agreement is concluded once the Client has accepted an offer or proposal by Contractor in writing or by email, or once Contractor has actually commenced the activities.

2. All offers are without obligation and valid for 30 days, unless otherwise stated.

Article 3 – Execution of services

1. Contractor shall perform the activities to the best of their knowledge and ability, without any obligation to achieve a specific result, unless explicitly agreed otherwise in writing.

2. Contractor performs the activities as an independent entrepreneur. No employment relationship exists.

Article 4 – Duration and termination

1. The duration of the agreement is specified in the order confirmation or contract.

2. Early termination by the Client is only possible with due observance of the agreed minimum commitment or duration.

3. If no minimum duration has been agreed, a one-month notice period applies.

Article 5 – Fees and expenses

1. Contractor works at an hourly rate as agreed in the offer or agreement, exclusive of VAT and expenses.

2. Travel costs are charged at €0.30 per kilometer when using a car, calculated from Contractor's registered business address, unless agreed otherwise.

3. Additional work outside the agreed scope will be charged at the applicable hourly rate and will be notified to the Client in advance.

Article 6 – Payment

1. Invoices are issued monthly in arrears, unless agreed otherwise.

2. Payment must be made within 30 days of the invoice date.

3. In the event of late payment, the Client is in default by operation of law and statutory (commercial) interest is due. All reasonable collection costs are also for the Client's account.

Article 7 – Cancellation of assignments

1. If the Client cancels an assignment before the agreed activities have been completed, the Client shall reimburse all hours and costs incurred in full.

2. If a fixed minimum duration has been agreed (e.g. a contracting period), the Client remains obliged to fully meet the agreed minimum, unless the cancellation is demonstrably the result of serious fault by the Contractor.

Article 8 – Liability

1. Contractor's liability is in all cases limited to the amount paid out in the relevant case by Contractor's liability insurance, increased by the applicable deductible.

2. If for any reason no insurance payment is made, Contractor's liability is limited to a maximum of the invoice amount over the last three months prior to the event causing damage.

3. Contractor is not liable for indirect damages, consequential damages, lost profits, or missed savings.

Article 9 – Force majeure

1. In the event of force majeure, Contractor has the right to suspend performance of the agreement or to dissolve the agreement in whole or in part, without being obliged to pay damages.

2. Force majeure includes, among other things: illness of Contractor, failures in power supply or communication, strikes, government measures, or other circumstances beyond Contractor's control.

Article 10 – Intellectual property

1. Unless otherwise agreed in writing, intellectual property rights in materials developed or used by Contractor remain vested in Contractor.

2. The Client only obtains a right of use for the agreed purposes.

Article 11 – Confidentiality

1. Both parties undertake to maintain confidentiality regarding confidential information obtained in the context of the agreement.

2. Information is considered confidential if so designated by either party or if this reasonably follows from the nature of the information.

Article 12 – Governing law and disputes

1. These terms and all agreements are governed exclusively by Dutch law.

2. Disputes shall be submitted to the competent court in the district where Contractor is established.