

MK Adviesgroep Haagweg 177 2281 AJ Rijswijk Tel : +31(0)712600666 Mail : info@mkadviesgroep.com	BTW nr : NL860803594B01 Bank : ABN AMRO IBAN : NL37 ABNA 0884 9032 49 BIC : ABNANL2A KvK nr : 76839079
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Terms and conditions services 21-06-2021

These Terms and conditions are being used by MK Adviesgroep, located in Rijswijk at the Haagweg 177, postcode 2281 AJ and registered at the KvK with the number 76839079.

Article 1: General.

- 1.1 These Terms and conditions are being used when it comes to contracts between MK Adviesgroep, the contractor, and its clients.
- 1.2 When we say client we mean any natural or legal person who is or will be in a contractual relationship with the contractor.
- 1.3 Any conditions to which the client refers do not apply, unless they have been accepted in writing by MK Adviesgroep without reservation.
- 1.4 Any divergence and/or additions to the terms and conditions will only bind MK Adviesgroep to a certain point and if both of the parties have accepted them in writing.
- 1.5 If any provisions in these term and conditions proves to be invalid, only that provision will be excluded, all the other provisions will remain in full force and effect.

Article 2: Contracts and assignments.

- 2.1 The agreement is deemed to have been concluded at the moment that MK Adviesgroep has accepted the assignment in writing, or has started the execution of the assignment
- 2.2 MK Adviesgroep has the right to refuse an assignment without giving a reason.
- 2.3 When we say contractor we mean his representatives, authorized persons, heirs and other assignee.
- 2.4 The assignment will be executed with care by MK Adviesgroep.
- 2.5 All the terms stated by the contractor for the execution of the assignment are indicative and determined to the best of its knowledge. If this exceedance occurs, the client will be informed in the right amount of time

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Article 3: Communication .

- 3.1 When the contractor sends out a digital message over the internet to MK Adviesgroep, and has not received a confirmed message within 24 hours from one of the employees from MK Adviesgroep, the message should be considered as not received.
- 3.2 General information, which is provided via the internet and other means of communication, is without obligation and cannot be seen as advice given by MK Adviesgroep. Unless otherwise stated by MK Adviesgroep.
- 3.3 Until a change of address is provided by the contractor, MK Adviesgroep will assume that the address given earlier is the right one. This is also the case for email addresses.

Article 4: Enable third parties.

- 4.1 MK Adviesgroep is allowed to make use of third parties in the execution of the assignment. The costs involved in this will be passed on to the client.
- 4.2 When MK Adviesgroep uses third parties, we will always try to consult this with the contractor. In the field of third parties we talk about specialists, like accountants, tax specialists, lawyers etc.. MK Adviesgroep will not be hold responsible for the shortcomings of third parties.
- 4.3 MK Adviesgroep is responsible for the third parties that it engages for the execution of the assignment, such as temporary workers, administration offices etc.. This does not mean the external advisors and specialists, as described above in Article 4.2.

Article 5: Fee and payment.

- 5.1 When the agreement is concluded, it is agreed how the fee of MK Adviesgroep will be paid. This can be a fixed agreed amount or by means of a declaration based on the hourly rate.
- 5.2 Taxes and levies imposed by the government are passed on to the client.
- 5.3 If wages and costs increase after the agreement has been concluded, MK Adviesgroep has the right to adjust the fixed fee and hourly rate accordingly.
- 5.4 The fee or the declarations are charged to the client by means of an invoice. Payment must be made within 14 days of the invoice date, with the manner indicated by MK Adviesgroep.

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5.5 If the client doesn't pay the invoice within the specified period, the client will owe statutory interest in the invoice amount, without any notice of default being required. If the claim is handed over, all collection and legal costs will borne by the client.

5.6 If, in the opinion of MK Adviesgroep, the creditworthiness starts to show there, it can proved certainty about being able to meet payment obligations.

Article 6: Cooperation of the client .

6.1 The client is expected to provide and submit all relevant information and documentation, which are requested for to be able to carry out the assignment.

6.2 Opdrachtgever blijft zelf verantwoordelijk voor de juistheid en volledigheid van de door haar aangeleverde informatie en documentatie. Failure to provide the requested information or not on time, may lead to suspension of the execution of the assignment.

Article 7: liability of MK Adviesgroep.

7.1 Every liability of MK Adviesgroep, her employees and engaged third parties is limited to the amount paid out under the professional liability insurance, including the deductible to be borne by MK Adviesgroep.

7.2 If, in specific case, there is no cover under the professional liability referred to in the Article 7.1. , the liability of MK Adviesgroep, it's employees and third parties engaged will be limited to a maximum of the total that was charged in terms of fees and invoiced hours.

7.3 The advice given by the contractor are exclusively intended for the client.

7.4 MK Adviesgroep denies being liable when it comes to damage, when the client did not provide the necessary information completely or on time.

7.5 Uitgesloten is aansprakelijkheid voor welke schade dan ook, welke voortvloeien uit fouten in gebruikte computerprogrammatuur, tenzij deze schade is te verhalen op de leverancier van bedoelde programmatuur.

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Article 8: Non-attributable shortcoming.

- 8.1 MK Adviesgroep is not obligated to fulfil any obligation if this is not reasonably possible as a result of circumstances and changes in the situation as it was when the agreement was started and which are not at risk under the law and common views.
- 8.2 MK Adviesgroep is entitled to claim a fee for advice and services that were given and provided before there was a non-attributable shortcoming. In that case, the client must fully reimburse the costs for the benefit of third parties engaged for it further costs incurred.

Article 9: Confidentially and personal data.

- 9.1 The parties mutually commit themselves to secrecy about information of the other party, which has come to the attention in connection with assignment and which they know is confidential and should be treated as a secret.
- 9.2 Aan MK Adviesgroep verstrekte persoons- en bedrijfsgegevens zullen niet gebruikt worden voor of verstrekt aan derden voor andere doeleinden dan ten behoeve van de uitvoering van de aan haar verstrekte opdracht. Behoudens voor zover Mela Pensioen op grond van de wet of openbare orde verplicht is betreffende gegevens te verstrekken.

Article 10: Applicable law and disputes.

- 10.1 The Dutch law applies to all advice and services provided by MK Adviesgroep.
- 10.2 A dispute arising from an assignment for advice or services, to which these terms and conditions apply, can be submitted to the civil court for binding advice at the option of the client. Incidentally, MK Adviesgroep does not have to conform to the binding advice in advance.

Article 11: Expiration of rights.

- 11.1 After five years, counting from the day of the provided advice, any right relative to MK Adviesgroep regarding damage caused by any shortcomings and errors in the execution of the assignment .