

GENERAL TERMS AND CONDITIONS

Expat Help BV

Definitions

In these terms and conditions, the following definitions shall apply:

Expat Help B.V.: a private company with limited liability organized under the laws of the Netherlands (KVK-number: 59576480), with its principal place of business at Prinsengracht 683B, 1017 JT Amsterdam, the Netherlands, hereinafter referred to as "Expat Help".

General Terms and Conditions: these general terms and conditions.

Services: the relocation, education, immigration and housing Services or other form of Service provided by Expat Help.

Individual Client: the natural person receiving the Service.

Corporate Client: company that wishes Expat Help to provide its services to Individual Client, therewith to its expatriate employees.

Agreement: the Agreement as entered into by Expat Help and the Corporate or Individual Client, in relation to the relocation and housing or other form of Service. The Agreement can be in form of a signed Preferred Supplier Agreement (PSA) or a mutual Agreement (written or oral) to provide agreed Services. The Agreement contains the rights and obligations of both Parties with respect to the services.

Applicability of General Terms and Conditions

1. The General Terms and Conditions shall constitute a part of the Agreement and shall apply to the legal relationship between Expat Help and the Corporate or Individual Client regarding the Services.
2. A general reference to other conditions in documents of the Client which are at variance with the General Terms and Conditions shall not apply as an agreed deviation from the General Terms and Conditions.
3. The applicability of any other terms and conditions of the Client, either general or specific, is explicitly excluded.
4. No deviation from the General Terms and Conditions and/or Agreement shall be permitted unless confirmed in writing and signed by an authorized representative of Expat Help.

The establishment of the Agreement

5. The Agreement shall come into force on the receipt by Expat Help of 1) a signed copy of the Preferred Supplier Agreement from the (Corporate) Client or 2) the mutual Agreement between (Individual or Corporate) Client and Expat Help to provide defined Services.
6. The Agreement shall state the time frame within which the Services shall be provided, the fee payable for the Services and the terms of payment.

Confidentiality

7. The receiving Party of any Confidential Information, that is disclosed or exchanged in connection with an Agreement, warrants and represents that it shall:
 - (i) keep the Confidential Information in strict confidence using at least the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care;
 - (ii) not use or disclose the Confidential Information for any purpose except as necessary to fulfil its obligations under the Agreement, or except as required by law provided that the disclosing Party is given a reasonable opportunity to obtain, at its expense, a protective order (whereby the receiving Party shall reasonably cooperate with the disclosing Party in connection therewith);
 - (iii) limit access to the Confidential Information to such of its employees, agents and contractors who need such access to fulfil the receiving Party's obligations under the Agreement; and
 - (iv) require its employees, agents and contractors who have access to the Confidential Information to abide by the confidentiality provisions of the Agreement. The receiving Party shall be liable for any breach of the Agreement, also for a breach by any of its employees, agents or any other person who obtains access to or possession of any of the disclosing Party's Confidential Information from or through the receiving Party.
8. Confidential Information shall not include information that later is or has become publicly available through no fault of the receiving Party or that was or later is rightfully developed or obtained by the other Party from independent sources free from any duty of confidentiality.

Payment and Pricing

9. For all invoices the currency used will be Euro.
10. Payments should be made by bank transfer to Expat Help's account as mentioned on the invoice.
11. The fees for the Services do not include any fees and charges from third parties such as any (semi-) governmental bodies, including but not limited to immigration Services (IND) fees, as well as registration fees and charges.
12. An invoice shall be sent after finalization of the provision of the Services to the Individual Client. Invoices may include several Services for one Individual Client.
13. Invoices from Expat Help must be paid within the payment terms set forth in the Agreement. In the case that no payment term is defined, a payment term of 30 days is applicable.
14. The Client shall pay all sums invoiced by Expat Help in full. The Client is not permitted to subtract any sum owing to the Client from the sum invoiced by Expat Help.
15. If the period within which payment is due expires and no payment has been made, Expat Help shall send the Client a reminder, stating that the Client is in default, and offering the Client the opportunity to pay the outstanding sum within seven days of the date of the reminder.
16. Costs incurred by Expat Help, due to non-payment of invoices or payment after the said payment terms, will be charged to the Client.
17. In case of late payment or non-payment by the Client, Expat Help has the right to (temporarily) suspend (part of) the performance of the Services, without any judicial intervention being required. This is without prejudice to Expat Help's other remedies.
18. Purchases completed on the Expat Help website and paid with provided payment method, will not be refunded.

Value Added Tax (Belastingen Toegevoegde Waarde, BTW)

19. All fees for the Services are exclusive of value added tax (BTW), local, state, federal and foreign taxes, withholding taxes, fiscal levies, or duties of any nature. Each party is responsible for payment of its own taxes. Where applicable, Expat Help will include value added tax (BTW) in its invoices.

Cancellation of Services

20. Services may be cancelled without charge up to 48 hours prior (working days) to the commencement of the scheduled Service unless agreed otherwise in writing. The final date on which cancellation is possible is thus the 3rd working day prior to the confirmed day of the Service.
21. If the Client cancels the agreed Services between 48 and 24 hours prior to the commencement of the provision of the Services, the Client shall be liable to pay Expat Help 50% of the total fee agreed for the Services.
22. If the Client cancels the agreed Services within 24 hours to the commencement of the provision of the Services, the Client shall be liable to pay Expat Help 100% of the total amount due for the Services.

Postponement of the Agreed Services

23. Up to 2 working days prior to the scheduled commencement of the Services the (Individual or Corporate) Client may postpone the planned Services to a later date to be agreed with Expat Help without charge.
24. In the case of a third postponement on the part of the Client, 50% of the agreed fee shall be payable to Expat Help.

Non-attendance

25. If the consultant is unable to attend the Service on the agreed day, Expat Help shall provide a replacement.
26. If the (Individual) Client is unable to attend the Service on the agreed day but no notice was given (no-show on confirmed day) to Expat Help the Client shall remain liable to pay the full fee for the Services.
27. If the Service (e.g. housing search, orientation tour) is terminated or shortened in length by the (Individual) Client, the (Corporate) Client shall remain liable to pay the full fee for the Services.

Liability

28. In the event of a complaint regarding the quality of supplied Services, Expat Help will use their reasonable endeavors to rectify the situation.
29. If the Client can prove to have suffered damages, due to a mistake made by Expat Help which could have been prevented with due care, Expat Help's liability shall be limited to the payment of direct damages only, up to a maximum sum equal to the total sum of Services.
30. Neither Party shall be liable for any indirect or consequential damages, including, but not limited to, loss of business, loss of profits, loss of revenues or damages resulting from the loss of data, unless such damages are caused by willful misconduct or gross negligence of the Party that is in default under the Agreement.
31. Neither Party will be liable for, or will be considered to be in breach of or default under the Agreement for, any delay or failure to perform as required by the Agreement as a result of any causes or conditions that are beyond such Party's reasonable control ('*force majeure*'). Force majeure, notwithstanding its lawful meaning, also includes all external causes that prevent a Party to fulfil its obligations under the Agreement, including strikes, natural disasters, fire, technical interruptions or delays in third party deliveries of goods and Services.
32. Except in the cases listed in articles 2, Expat Help shall never be liable to pay damages, no matter the grounds of the legal proceedings seeking such damages.
33. The Client's entitlement to claim damages shall expire if the Client does not claim its damages within thirty (30) days subsequent to the time at which the damage arose.

Applicable law

34. The Agreement shall be governed and enforced exclusively in accordance with the laws of the Netherlands.
35. Any dispute arising out of or in connection with the Agreement and/or any Agreement between the Parties arising out of this Agreement shall be exclusively submitted to the competent court in Amsterdam.

Amsterdam, February 2021