



TERMS AND CONDITIONS STUDIO NALCA

Article 1: Definitions

1. General Conditions: These General Terms and Conditions.
2. Client / You: Any natural or legal person who directly or indirectly enters into an agreement with Studio Nalca regarding interior advice or interior design.

Article 2: Applicability

1. These General Terms and Conditions apply to every offer, quotation, agreement, and other work by or with Studio Nalca for any contracting party (hereafter: Client).
2. Agreements deviating from these General Terms and Conditions can be made between the Client and Studio Nalca.
3. Studio Nalca cannot be held to an offer or quotation if the Client could have reasonably understood that the offer or quotation contained an obvious mistake or error.
4. Studio Nalca reserves the right to unilaterally change or supplement these General Terms and Conditions. In such cases, Studio Nalca will inform the Client in good time. The Client then has the right to dissolve an existing agreement as of the date the amended terms and conditions come into effect, if there is a major change.
5. A composed quotation does not oblige Studio Nalca to perform part of the assignment for a corresponding part of the stated price.

Article 3: Offer

1. Studio Nalca makes its offer in writing or electronically.
2. A quotation is without obligation and does not bind the Parties. A quotation loses its validity 30 calendar days after the date of dispatch by Studio Nalca, unless otherwise noted.
3. In a quotation or offer, Studio Nalca provides an accurate and complete description of the services, when they will be provided (if a date is already agreed), the price, and the payment terms.

Article 4: Conclusion of Agreement

1. The agreement is concluded by acceptance of the offer by the Client. After acceptance, Studio Nalca will send a confirmation (invoice) within 7 days.

Article 5: Execution

1. Studio Nalca will make every effort to carry out an assignment to the best of its ability and provide professional advice. However, it is important to understand that the service provided is advisory in nature. Studio Nalca is not responsible for achieving any physical or tangible result and is not liable for any damages or errors in the final outcome. The Client is responsible for verifying the quality, specifications, and proper installation of any recommended materials. If the project does not proceed before the start date, administrative costs will be charged based on the stage of the project.
2. Studio Nalca is not responsible for any faulty measurements. It is the responsibility of the Client to ensure that all measurements are double-checked and verified by the final building expert or contractor before implementation.
3. Studio Nalca may involve third parties in the execution of the assignment at any time.
4. Studio Nalca can advise on engaging third parties by the Client and can provide a cost indication for implementing interior advice. Studio Nalca is not liable for errors by these third parties and no rights can be derived from an indication of costs.
5. Studio Nalca has no retention obligation regarding the materials and data used after the termination of the agreement.
6. After approval of the quotation/offer/invoice for interior advice, the Client can terminate the agreement at any time. In the quotation/offer/invoice, a start date for the assignment is included. For interior advice, the following cancellation conditions apply:
 - o **Up to one week before the assignment starts: 10% of the agreed fee.**
 - o **From one week after the start of the assignment: Studio Nalca is entitled to 50% of the agreed fee.**
 - o **For long-term assignments (2 months and longer): Up to two weeks before finishing the assignment, the last payment will be requested.**
7. The Client may terminate the agreement at any time in the same way they entered into the agreement with Studio Nalca.

Studio Nalca
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Article 6: Client Obligations

1. The Client must provide all data and documents that Studio Nalca needs to correctly carry out the assignment in a timely manner.
2. The Client ensures that Studio Nalca has access to the location where the work is to be performed on the agreed dates and times.
3. The Client remains responsible for their choices and applications of the advice/interior design provided by Studio Nalca.

Article 7: General Payment Terms

1. The fee that the Client must pay is agreed upon in advance.
2. If the Client decides not to implement a given interior advice, the Client still owes the agreed compensation.
3. Studio Nalca uses a payment term of 14 days after the invoice date.
4. For long-term assignments (2 months or longer), payment in installments can be agreed upon with a maximum of 3 monthly installments.
5. Studio Nalca can send invoices electronically. The Client agrees to electronic invoicing.
6. All prices include VAT but exclude travel costs. Studio Nalca will inform the Client in advance about any additional costs.
7. A 50% deposit is required at the start of the project, and the remaining 50% is due just before the final presentation.
8. Visits at home incur extra travel costs of €0.45/km outside Zutphen, NL. These costs are charged separately.
9. If the project does not proceed for any reason, associated administration costs will be charged depending on the stage. Other services will be charged separately, and prices are exclusive of taxes.
10. Studio Nalca has the right to adjust the prices of the services on the website without further notification. These changes will not affect the prices of a previous quotation or invoice (as long as they are valid in terms of expiry date).
11. In the event of late payment, Studio Nalca will inform the Client in writing, and the Client will have one week to pay the outstanding amount.
12. After the expiry of the new payment term, the Client is in default, and Studio Nalca will inform the Client via a letter/email. Additionally, all judicial and extrajudicial (collection) costs incurred by Studio Nalca are to be borne by the Client.

Article 8: Copyright and Intellectual Property

1. All intellectual property rights arising from the assignment (including those to designs, sketches, drawings, plans, etc.) belong to Studio Nalca, unless otherwise agreed in writing.
2. The Client indemnifies Studio Nalca against all claims regarding intellectual property rights on all materials and/or data provided by the Client, which are used in the execution of the assignment.
3. Once the Client fully complies with their obligations, they acquire the right to use the result of the assignment in accordance with the agreed-upon purpose.
4. The right of use is in principle non-transferable and non-exclusive. The Client may not sublicense the use of the result to third parties.
5. It is not permitted to make changes or have changes made to the result or to (re)use the result of the assignment in a broader or different way than agreed without the permission of Studio Nalca, or to have this done by third parties.
6. Studio Nalca has the right to mention, correct, or remove its name, whether or not in publicity surrounding the result of the assignment.
7. Studio Nalca has the right to use the results of the assignment for its own promotional purposes.
8. When the Client uses plans/designs (etc.) on the internet/social media with the permission of Studio Nalca, the Client must at all times use the name and tag: @studionalca.

Article 9: Dispute Resolution

1. Any disputes arising from these General Terms and Conditions or the agreements between Studio Nalca and the Client will be resolved through good faith negotiations.
2. If a dispute cannot be resolved through negotiation, it will be submitted to the competent court in the Netherlands, unless otherwise agreed in writing.

Article 10: Miscellaneous

1. These General Terms and Conditions are governed by Dutch law.
2. In the event that any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
3. The failure of Studio Nalca to enforce any right or provision of these General Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by Studio Nalca in writing.

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