

General Terms



Willem met de Waterpomptang

General

Article 1 Definitions

1. Willem: the company Willem met de Waterpomptang, registered with the Chamber of Commerce under number 82559007.
2. Client: the natural or legal person on whose instructions services are rendered and/or work is performed and/or goods are supplied.
3. Agreement: the agreement concluded between Willem and the Client regarding the provision of services and/or the performance of work and/or the supply of goods.
4. Work: the total of the job activities agreed between Willem and the Client, and the materials supplied by Willem in connection therewith.
5. Additional and less work: additions to, or reductions in the agreed work desired by the Client, which lead to an increase or decrease in the agreed price.
6. Annual Ticket: A set number of hours purchased and paid for in advance by the Client during which Willem performs work for the Client during one year after issuance.

Article 2 Applicability

1. These conditions shall apply to all offers made by Willem and to all agreements he concludes with the Client.
2. All offers are without obligation.
3. In the event of any conflict between the contents of the agreement concluded between Willem and the Client and these general terms and conditions, the provisions of the agreement concluded shall prevail.

Agreements

Article 3 The agreement

1. Client and Willem may agree on the basis of two pricing methods: Fixed price or Direction.
 - a. Under Fixed price, the Client and Willem agree a fixed amount for which the work will be performed.
 - b. In the case of Direction, the Client and Willem agree that the costs incurred will be reimbursed. The hourly rates are those listed on Willem's website, unless otherwise agreed. At the time of settlement, Willem will prepare a statement of hours spent and all other costs, including the cost of materials used in the assignment.
At Direction, a guide price may be issued if required. A guide price serves as the most accurate estimate of the total price ultimately due. This estimate concerns the number of hours to be spent and/or the materials to be processed and/or the other costs. Willem does not have to issue a guide price if, in the given circumstances, this is not reasonably possible in his opinion.
A special form of Direction is the Annual Ticket.
2. Willem shall ensure that each agreement is in principle recorded in an e-mail or WhatsApp message. An agreement shall include a description of the work to be done with an indication of when the work can be started.
3. Unless otherwise agreed, Willem shall perform the work on a Directing basis.

4. All prices and rates mentioned in agreements and invoices include VAT. On invoices, Willem shall state the amount of VAT due.
 5. Willem may provide the Client with an Annual Ticket, with which the Client purchases a set number of hours of work in advance.
 - a. Annual Tickets have a validity of one year after issue, unless otherwise agreed.
 - b. The expiry date will be stated by Willem on the Annual Ticket when issued.
 - c. Under the Annual Ticket Agreement, Willem will only carry out small-scale jobs that are part of his regular business activities. Explicitly excluded is work that is reasonably assessed by Willem to be dangerous, exceptionally dirty or exceptionally heavy.
 - d. During a current agreement, the Client may decide to convert this agreement into the purchase of an Annual Ticket.
 6. The Client agrees to the assignment by confirmation by email or WhatsApp message.
 7. Willem publishes these terms and conditions on his website. In addition, Willem refers to these terms and conditions in his e-mail messages and sends the terms and conditions by e-mail upon the Client's request.
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Execution

Article 4 Obligations of Willem met de Waterpomptang

1. Willem shall ensure that the work is carried out properly and in accordance with the provisions of the agreement.
2. In preparing and executing the assignment, Willem shall – as far as reasonably possible – anticipate and take into account the Client's wishes.
3. In carrying out the work, Willem shall observe the rules and regulations applicable to it at that time.
4. Willem is obliged to point out to the Client:
 - a. inaccuracies in the assigned work to the extent that Willem knows or reasonably should know them;
 - b. inaccuracies in the constructions and working methods required by the Client;
 - c. known defects in the (un)movable property on which the work is performed;
 - d. defects in or unsuitability of materials or resources made available by the Client.
5. The above applies insofar as these points reveal themselves to Willem before or during the execution of the work and Willem must be deemed to be an expert in the matter.
6. If Willem fails to fulfil one or more agreements, or fails to do so on time or properly, he shall be obliged to compensate the reasonably related damages.

Article 5 Obligations of the Client

1. The Client shall ensure that Willem can perform his work in a timely and proper manner.
2. The Client is responsible for the soundness and suitability of the materials and resources made available or prescribed by him and for the accuracy of the information provided by him.
3. The Client shall bear the risk for damage caused by:
 - a. inaccuracies in the assigned work;
 - b. inaccuracies in the constructions and methods required by the Client;
 - c. evident defects in the (moveable) property on which the work is being carried out;
 - d. defects in, or unsuitability of, materials or resources made available by Client.
4. This does not detract from Willem's duty of warning under Article 4. paragraph 4.

Article 6 Changes to the assignment

1. The parties may agree more and less work, with Willem ensuring that this is recorded in writing including the Client's agreement.

Article 7 Unforeseen complications

1. If unforeseen complications arise, Willem will notify the Client as soon as possible.

2. If Willem is unable to reach the Client, Willem shall stop the work, except if the unforeseen complication requires immediate action.
3. Any additional costs, incurred by Willem in connection with an unforeseen complication requiring immediate action and necessary to limit damage, shall be reimbursed by the Client, unless the damage is attributable to Willem.

Article 8 Completion

1. Upon completion of the work, Willem shall invite the Client to accept delivery of the work performed. The Client must respond to this within a reasonable time and may accept or reject the work with or without reservation, indicating the defects.
2. If any defects are found which are to be remedied by Willem, Willem shall remedy such defects as soon as possible, but no later than two weeks after the date of completion, unless this is impossible as a result of circumstances beyond Willem's control.

Payment

Article 9 Settlement

1. Willem shall send the final account to the Client as soon as possible after completion.
2. Willem may charge a mark-up on its purchase price of materials delivered.
3. If the Agreement is based on Direction (whether or not in combination with a guide price), the final invoice shall include a breakdown of hours spent, materials supplied and other costs (such as tool hire, parking fees, precaria, etc.).
4. Willem will charge for Annual Tickets upon purchase.
5. Materials supplied and other costs incurred by Willem on an Annual Ticket order shall be charged when the Annual Ticket is fully used up or has expired, unless otherwise agreed.
6. Where the agreement is based on a fixed price, the final invoice shall include a compilation of the fixed price, any 'more and/or less work' and any additional costs based on unforeseen complications.
7. If an already confirmed appointment is cancelled by the Client within 48 hours before the start, Willem may charge a cancellation fee.
8. All payments must be made within two weeks of receipt of the invoice to a bank account designated by Willem, unless the parties have agreed on a different term.

Article 10 Payment in instalments

1. If the parties have agreed to payment in instalments, payment shall be made in proportion to progress. Payment must be made no later than two weeks after receipt of the invoice.
2. The final invoice shall state the amounts already paid and the remaining balance.
3. If payment in instalments has been agreed and Willem fails to meet his obligations regarding the continuation of the work, the Client shall have the authority to suspend payment.

Article 11 Suspension of payment

1. If the completed work does not comply with the agreement, the Client shall have the right to suspend payment, provided that the amount to be suspended shall be in reasonable proportion to the detected defect.
2. If the amount suspended is not in reasonable proportion to the detected defect, Willem shall be entitled to charge statutory interest on the excess amount suspended.

Article 12 Non-compliance with payment obligation

1. If Client fails to pay on time, he shall be deemed to be legally in default without further notice of default. Nevertheless, after expiry of the payment term (as referred to in article 9. paragraph 8 and article 10. paragraph 1), Willem will send one payment reminder. In it he will point out the Client's default and give him the opportunity to pay within two weeks after receipt of this payment reminder.
2. Willem may charge statutory interest on late payments from the expiry of the payment term (as referred to in article 9, paragraph 8 and article 10, paragraph 1) until the day of receipt of the amount due.
3. After expiry of the period referred to in paragraph 1, Willem shall be authorised to recover the amount due to him without further notice of default.

Liability & Warranty

Article 13 Liability

If Willem is liable, such liability shall be limited as follows:

1. Willem's liability, to the extent covered by its liability insurance, shall be limited to the amount of the payment made by the insurer.
2. If in any case the insurer does not pay out or damages are not covered by the insurance, Willem's liability shall be limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.
3. Willem shall not be liable for consequential damage.
4. Willem is not liable for damage caused by (temporary) failure of (optimal) functioning of data communication on (parts of) the internet.

Article 14 Warranty

1. Willem guarantees that any defects that become apparent after delivery will be remedied free of charge for a period of six months from delivery, unless he proves that the defect is not a result of the work. If the parties have agreed on a longer period, this shall be stated in the agreement. The foregoing shall not affect Willem's liability under the law for any defects in the work even after that period.
2. The defects referred to in paragraph 1 are defects that could not have been recognised by the Client earlier than the time of discovery and notified in writing to Willem by the Client as soon as possible thereafter.

Article 15 Disputes

1. Disputes between the Client and Willem regarding the conclusion or performance of agreements relating to the work delivered by Willem may be submitted by either the Client or Willem to the Geschillencommissie Klussenbedrijven of the Stichting Geschillencommissies voor Consumentenzaken.. (PO Box 90600, 2509 LP The Hague, www.sgc.nl).