

Kim Somberg, text writer and editor

Utrecht, January 2016

TERMS AND CONDITIONS

Article 1: Definitions

1. 'Kim Somberg, text writer and editor', sole-proprietorship represented by Kim Somberg, located in Utrecht, Cremerstraat 252.
2. The Client is the one who has committed to the agreement with 'Kim Somberg, text writer and editor' (hereafter to be named Kim Somberg).
3. The Commission is the request of the Client for Kim Somberg to execute agreed services for payment.
4. The Agreement is the agreement as recorded between Kim Somberg and the Client.

Article 2: Application and validity terms and conditions

These terms and conditions apply to all offers, agreements, invoices and services between 'Kim Somberg' and her clients, or their legal successors.

Article 3: Offers and propositions

1. All offers and propositions created by Kim Somberg are non-committal, except when a term has been set. When no term has been set, the offer holds no legal rights. Putting out a single offer does not obligate Kim Somberg to making an agreement. The date of the formation of the agreement is the date of confirmation by Kim Somberg. Additional agreements or adaptations made at a later point are only liable once confirmed by Kim Somberg in writing.
2. Kim Somberg retains the copyright on ideas, written texts, concepts and designs created for offers or propositions. These remain the property of Kim Somberg. Without a preliminary consent in writing by Kim Somberg the client cannot copy, share, display or change these.
3. Kim Somberg cannot be held responsible for her offers or propositions, if the Client can reasonably understand that the offer or part of it, contains an obvious mistake or typing error.

Article 4: Agreement

Subject to the agreement also including the exchange of goods, the cooperation between the Client and Kim Somberg is an agreement based on commission.

Article 6: Duration agreement

1. When the commission requires Kim Somberg to carry out services at the location of the Client, the Client will make all needed facilities available without any costs.
2. The Client will take care that all information and data necessary for carrying out the commission, will be made available in time. When necessary information has not been provided to Kim Somberg in time before the execution of the agreement, Kim Somberg has the right to postpone the execution of the agreement and/or to charge the Client with the additional costs deriving from the delay according to the applied rates.
3. The date of execution starts after the Client has made all information available. Kim Somberg is not liable for any kind of damages, based on Kim Somberg relying on incorrect or incomplete information provided by the Client.

Article 5: General obligations for all parties

1. Kim Somberg is obligated to carry out the agreed services to her best knowledge and capability.
2. Client and Kim Somberg will both participate to follow agreed procedures and will provide all necessary information to execute the agreed services as soon as possible to each other, as requested by one of the parties. Objects, materials or data made available by the Client to Kim Somberg, will be held on account and risk of the Client.
3. Client and Kim Somberg will never needlessly harm each other's interests as well within as outside of the agreement.
4. Kim Somberg is obligated to keep secret all data and information of a confidential nature provided by or in name of the Client.

Article 7: Payment and collection fees

1. Client is obligated to pay Kim Somberg within 14 days after the date of invoice, in a manner indicated by Kim Somberg.
2. When the Client fails to pay the invoice within this time range, an interest of 1% a month is due, unless the statutory interest is higher, in which case the statutory interest is due. The interest over the claimable amount will be charged from the moment the Client fails to make the payment until the moment the indebted amount has been fully paid.

3. In case the Client fails to pay in time, in addition to the indebted amount and interest the Client also owes the judicial and extra-judicial debit costs, including fees for lawyers and debt collectors. The extra-judicial debit costs are set at a minimum of 15% of the principal amount plus interest.

4. The Client will also be charged with any additional judicial or execution costs. The Client is also responsible for the due interest over the debit costs.

Article 8: Copyright and licences

1. To any material written by Kim Somberg the Dutch law applies the Dutch copyright 'Auteursrecht'.

2. The Client is given an unlimited license by Kim Somberg for the use of copyright protected material, which have been created by Kim Somberg in accordance to the agreed services commissioned by the Client, honouring that the license is only liable as long as the Client meets all financial commitments which are related to the availability of the copyright protected material.

3. The license mentioned above is only liable when used by the Client and not when used by other parties.

4. The license mentioned above does not apply when used by the Client in any adapted form. For publication in adapted form, consent has to be given beforehand by Kim Somberg.

5. For every publication the Client is obligated to mention Kim Somberg by name.

Article 11: Intellectual property

Kim Somberg preserves the right and authorities which are granted to her through the 'Auteurswet' and similar intellectual laws and regulations. Kim Somberg has the right to use the material written as part of the agreed services for other purposes, as long as this contains no confidential information belonging to the Client. Kim Somberg preserves the right to use written texts for her own promotional purposes as part of her portfolio.

Article 9: Disputes

1. Disputes between the Client and Kim Somberg based on the agreement or the execution of the agreed services will be settled by the Judge in the residence of Kim Somberg.

2. Dutch law and jurisdiction are applied to the agreement.

Article 10: Liability

1. Kim Somberg is not liable for any kind of damage originating from Kim Somberg relying on information and data provided by or in name of the Client.

2. The liability of Kim Somberg will in any case always be restricted to the amount of restitution by her insurance.

3. Kim Somberg will never be responsible for indirect damages.

4. Any claims made by the Client as mentioned in this article should be submitted in writing to Kim Somberg within 2 months after the discovery of the deviancy.

Article 11: Disclaimer

The client indemnifies Kim Somberg for all claims from other parties with reference to the execution of the agreed services.