



EXPAT & IMMIGRATION SERVICES
The Netherlands

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Anna van Hannoverstraat 4
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GENERAL TERMS AND CONDITIONS

E & I: Expat, Relocation and Immigration Services the Netherlands

Article 1 – Definitions

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

1.1 - Client

Any natural or legal person who enters into an agreement with E & I.

1.2 - E & I

E & I: Expat, Relocation and Immigration Services the Netherlands, established in The Hague, registered with the Chamber of Commerce under number 65768922.

1.3 - Agreement / Assignment

Any agreement of assignment within the meaning of Article 7:400 Dutch Civil Code, pursuant to which E & I provides immigration, relocation, expat or related advisory services to the Client.

1.4 - Authorities

Any Dutch or foreign authority, including but not limited to the IND, embassies, consulates, municipalities, courts, examination institutes and foreign government bodies.

1.5 - Services

All advisory, procedural, administrative, relocation, immigration, mediation, guidance and supporting activities performed by or on behalf of E & I.

1.6 - Explicit exclusion

All assignments are accepted and executed exclusively by E & I, with express exclusion of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.



Article 2 – Applicability

2.1 - These general terms and conditions apply to all offers, quotations, agreements, assignments and legal relationships between the Client and E & I.

2.2 - Deviations from these general terms and conditions are only valid if explicitly agreed in writing by E & I.

2.3 - If any provision of these general terms and conditions is null or annulled, the remaining provisions remain fully effective. The invalid provision shall be replaced by a provision that most closely reflects the original intent.

2.4 - An agreement is deemed concluded at the earliest of the following moments:

- a)** written/e-mail acceptance by the Client;
- b)** commencement of the Services by E & I;
- c)** when it otherwise becomes apparent that E & I has accepted the assignment.

2.5 - General terms and conditions of the Client are expressly rejected, unless accepted in writing by E & I.

Article 3 – Nature of services and no guarantee

3.1 - E & I provides professional services on a best-efforts basis. All obligations of E & I qualify exclusively as obligations of effort, not obligations of result.

3.2 - Decisions regarding visas, residence permits, registrations, recognitions or legal status are taken exclusively by competent Authorities. E & I has no control over such decisions.

3.3 - A refusal, delay, stricter policy, procedural change or negative outcome does not constitute a shortcoming, breach or liability on the part of E & I.

3.4 - E & I does not guarantee approval, processing times or outcomes.



Article 4 – Information and Cooperation

- 4.1** - The Client shall provide all requested information and documents fully, truthfully, timely and in the required form.
- 4.2** - The Client guarantees the accuracy and completeness of all information provided.
- 4.3** - All consequences of incorrect, incomplete or late information are entirely for the account and risk of the Client.
- 4.4** - The Client shall follow E & I's instructions and legal advice and shall refrain from independent actions that may affect the assignment.
- 4.5** - E & I is not liable for consequences resulting from actions taken by the Client contrary to advice or without consultation.

Article 5 – Execution of the Assignment

- 5.1** - E & I determines how and by whom the Services are performed and may engage third parties.
- 5.2** - Deadlines are indicative only, unless explicitly agreed in writing as strict deadlines.
- 5.3** - E & I maintains an internal work file, which remains its property.

Article 6 – Physical Guidance and Third Parties

- 6.1** - If E & I accompanies the Client to Authorities or third parties, E & I is not responsible for decisions, conduct, waiting times or outcomes.
- 6.2** - E & I does not supervise or control third parties and is not liable for their acts or omissions.



Article 7 – Confidentiality and Data

- 7.1** - E & I shall observe confidentiality, except where disclosure is required by law or necessary for execution of the assignment.
- 7.2** - E & I may use information for its own defense in legal, disciplinary or criminal proceedings.
- 7.3** - Advice and documents may not be disclosed to third parties without prior written consent, except where legally required.

Article 8 – Intellectual Property

- 8.1** - All intellectual property rights relating to advice, documents, methodologies, templates and systems remain vested in E & I.
- 8.2** - Reproduction or use by the Client or third parties is prohibited without prior written consent.

Article 9 – Fees, Packages and Costs

- 9.1** - Fees may be charged on an hourly basis or as fixed-price packages.
- 9.2** - Fixed-price packages cover only the described professional Services.
- 9.3** - Government fees, embassy fees, examination fees, translations, legalisations, courier costs and third-party expenses are always excluded and non-refundable, regardless of outcome.
- 9.4** - Fees are not outcome-dependent.



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Article 10 – Payment

10.1 - Invoices must be paid within eight (8) days without deduction or set-off.

10.2 - In case of default, statutory interest and collection costs are due by law.

10.3 - E & I may suspend Services if payment is not timely made.

Article 11 – Complaints

11.1 - Complaints must be submitted in writing within 30 days after discovery.

11.2 - Complaints do not suspend payment obligations.

11.3 - If a complaint is justified, E & I may adjust the fee, redo part of the work, or terminate the assignment proportionally.

Article 12 – Termination

12.1 - Either party may terminate the Agreement with reasonable notice.

12.2 - Immediate termination is permitted in case of insolvency, breach, impossibility or justified urgent circumstances.

12.3 - Upon termination, E & I is entitled to payment for all work performed and costs incurred.



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Article 13 – Liability

13.1 - Liability is limited to direct damage resulting from intent or gross negligence.

13.2 - Liability is limited to the fee paid for the relevant Services, with a maximum of the amount covered by professional liability insurance.

13.3 - Indirect, consequential and business damage is excluded.

13.4 - Claims expire six (6) months after discovery.

13.5 - The Client indemnifies E & I against third-party claims, except in case of intent or gross negligence.

Article 14 – Limitation Period

All rights of the Client expire six (6) months after becoming known or reasonably should have become known.

Article 15 – Governing Law and Jurisdiction

15.1 - Dutch law applies exclusively.

15.2 - Disputes shall be submitted to the competent court in the district where E & I is established.

15.3 - These terms are drafted in Dutch and English; the Dutch version prevails in case of interpretation differences.

Deposited with the Chamber of Commerce under number 65768922.

A copy is available upon request.