Article 1. Who and what

1. **JE-Design** is the sole proprietorship of Jasper Ebus. Chamber of Commerce (KvK) number: 42183521. VAT number: NL005563191B38. Address: Brandnetel 34, 5913 DN Venlo. Email: info@je-design.nl. Website: je-design.nl.
2. The **client** is anyone who enters into, or wants to enter into, an agreement with JE-Design.
    - A **business client** acts for their profession or business.
    - A **consumer** does not, for example someone with a personal blog or hobby website.
3. **The assignment** is what JE-Design does for the client: advice, designing and building a website or app, setting up a platform (such as WordPress), and other digital services.
4. **The work** is what JE-Design delivers, such as a website, app, design, text or code.
5. A **subscription** is an ongoing service, such as maintenance, hosting or management.

Article 2. When these terms apply

1. These terms apply to all quotes, agreements and work of JE-Design. Article 19 also applies to visiting and using the website je-design.nl.
2. For consumers, the rules in article 18 also apply. If they differ from the rest, article 18 prevails.
3. Deviations only apply if agreed in writing. Email counts as writing.
4. The client's own terms do not apply.
5. If a provision is invalid, the other provisions remain in force.
6. JE-Design sends these terms along with the quote and publishes them on je-design.nl. This lets the client read them before entering into the agreement.

Article 3. Quote and agreement

1. A quote is valid for 30 days, unless it states a different period.
2. Prices are in euros. For business clients they exclude VAT, for consumers they include VAT.
3. The agreement begins as soon as the client accepts the quote in writing, or as soon as JE-Design starts with the client's consent.
4. The first intake conversation is free and non-binding. In it we look together at what the client wants and what fits. Advice outside a quote is charged at the hourly rate.

Article 4. How JE-Design works

1. JE-Design does its best to carry out the assignment well. This is an obligation of best effort, not of a guaranteed result.
2. JE-Design uses AI tools as an aid when building. JE-Design checks what comes out of them and remains responsible for the work. Personal data and confidential business data of the client are not entered into such tools.
3. Platform advice is based on what the client tells us. The client chooses which platform or solution it will be.
4. JE-Design may engage others if that is needed for the assignment.
5. The client supplies texts, images, login details and decisions on time. Delay caused by this is at the client's expense.
6. The client ensures the supplied material may be used (think of copyright, trademarks and portrait rights). If a third party makes a claim, the client resolves it and reimburses JE-Design's costs.
7. What will be built is stated in advance in the quote or an accompanying description. The client is responsible for the accuracy of the data they supply.
8. The client does not share the login details for the management environment with others. The work is not used for spam, illegal content, infringement of others' rights or hacking. If that happens anyway, JE-Design may take access or the work offline immediately. The client resolves third-party claims about this.

9. JE-Design builds according to common accessibility guidelines where reasonable. Full accessibility under WCAG only applies if the quote says so.

Article 5. Delivery time

1. A delivery time is an aim, not a hard commitment. The aim is a maximum of 4 weeks, from the moment JE-Design has everything it needs.
2. If the delivery time is exceeded, JE-Design is only late if the client has given a reasonable period of at least 14 days in writing and JE-Design has still not delivered after that.

Article 6. Extra work and changes

1. Anything outside the agreed assignment is extra work. This includes changes after the client has approved a design.
2. JE-Design reports extra work in advance. It only goes ahead after the client agrees (email is enough). The price is the hourly rate of that moment (currently € 30,- per hour excl. VAT) or a fixed price agreed in advance.
3. Extra work may extend the delivery time.

Article 7. Delivery and complaints

1. After delivery the client has 10 working days to report defects in writing. A defect is a deviation from what was agreed in writing.
2. If the client reports nothing within that time, or puts the work live, the work is accepted.
3. JE-Design repairs reported defects within a reasonable time and free of charge. Small adjustments are also free for up to 14 days after delivery.
4. Small deviations that do not really hinder use are no reason to reject the work.
5. A business client reports a complaint about an invoice within 8 days of the invoice date, and other complaints within 10 working days of discovering the problem. A consumer reports complaints within a reasonable time of discovering the problem. JE-Design responds within 5 working days.

Article 8. Payment

1. For a project, the client pays 50% on confirmation of the assignment and 50% after delivery. JE-Design starts after receiving the first payment.
2. Subscriptions are invoiced monthly, unless agreed otherwise.
3. The client pays within 14 days of the invoice date.
4. After those 14 days the client is late. A business client then pays statutory commercial interest, a consumer statutory interest. Collection costs under the statutory scale (minimum € 40,-) only apply after a written reminder with a further 14-day payment period.
5. If the client does not pay, JE-Design may stop the work. After a reminder, JE-Design may also take the work or the hosting offline until everything is paid.
6. A business client may not set off or suspend payment.

Article 9. Ownership, source code and portfolio

1. After full payment, the designs and custom code made for the client pass to the client. JE-Design cooperates in this. This article is the written deed of transfer.
2. Until the client has paid everything, they may use the work provisionally and the rights remain with JE-Design.
3. Which files and access the client receives depends on the chosen package and is stated in the quote. By default, after full payment the client receives the files and access to the management environment (for example the WordPress admin). This way the client is not tied to JE-Design. If JE-Design provides the hosting and management, the client can ask for this. Article 10 paragraph 4 then applies to moving.
4. Components from others, such as WordPress, themes, plugins, fonts, stock photos and open source code, have their own licence. Costs for paid components are stated in advance in the quote and are for the client.
5. General knowledge, methods, tools and code snippets that are not specific to the client remain with JE-Design. JE-Design may reuse them, but without disclosing confidential information of the client.

6. JE-Design only shows the work (for example screenshots and the client's name) in its portfolio or on social media if the client agrees. JE-Design records this in the quote or by email. The client may always withdraw their consent for new publications.
7. If the quote says so, JE-Design may place a small credit in the work (for example in the footer), such as “Website by JE-Design”, or the logo, with a link to je-design.nl. Without that agreement there is no credit. The client may have the credit removed free of charge on request. If they received a discount for the credit, JE-Design may charge the cost of removing it.

Article 10. Hosting and domain names

1. On request, JE-Design arranges hosting and a domain name with a third party (hosting provider or registrar). The price is stated in the quote.
2. JE-Design acts as an intermediary here. The provider's terms also apply. JE-Design is not liable for outages or downtime at the provider.
3. The domain name is registered in the client's name, unless agreed otherwise.
4. Hosting can be cancelled monthly with 1 month's notice. After cancellation JE-Design helps move the website, as long as all invoices are paid. Moving work is charged at the hourly rate.
5. JE-Design only makes backups if that is part of the chosen package. The client remains responsible for their own content.

Article 11. Maintenance subscription

1. There are three levels: Basic, Standard and Extended. What is included is stated in the quote and on je-design.nl. At the moment they cost € 15,-, € 35,- and € 60,- per month, excl. VAT.
2. The subscription continues until cancelled. It can be cancelled every month, with 1 month's notice, in writing (email is enough).
3. Work outside the chosen level is extra work (article 6).
4. JE-Design does updates and security checks to the best of its ability. JE-Design cannot promise that a website will never be hacked or that updates of third-party themes and plugins will cause no problems.

5. JE-Design may adjust the price of a subscription once a year. JE-Design reports this at least 30 days in advance. The client may then cancel from the date the new price takes effect.

Article 12. Liability

For consumers, paragraphs 2, 3 and 5 only apply to the extent the law allows (article 18 paragraph 3).

1. JE-Design is only liable for direct damage caused by JE-Design failing to do what was agreed.
2. The maximum is the amount (excl. VAT) invoiced for the assignment concerned. For subscriptions, it is the amount of the 12 months before the event.
3. JE-Design is not liable for indirect damage, consequential damage, lost profit or revenue, missed savings, reputational damage and loss or damage of data.
4. These limitations do not apply in case of intent or deliberate recklessness of JE-Design.
5. A claim for damages lapses 12 months after the client discovered the damage, unless they go to court within that time.
6. The client remains responsible for the content of their website and for the legal requirements for it, such as a privacy statement, cookie notice, accessibility and terms for a web shop. If a third party makes a claim about this, the client resolves it.
7. JE-Design is not liable for the consequences of choices the client makes against JE-Design's advice.

Article 13. Force majeure

1. If JE-Design cannot deliver because of a circumstance beyond its control, JE-Design does not have to perform and pays no damages. This includes, for example, illness, outages at hosting providers and development tools, loss of internet or power, and government measures. For consumers this only applies to the extent the law allows.
2. If the force majeure lasts longer than 60 days, either party may dissolve the agreement in writing without damages. Work already done is paid.

Article 14. Stopping

1. The client may cancel an assignment at any time. They then pay for the work already done and the costs already incurred. A down payment is not refunded to the extent work has been done for it.
2. JE-Design may suspend or dissolve the agreement if, after a written reminder, the client does not meet their obligations, or in case of bankruptcy, suspension of payments or cessation of the client's business.
3. For subscriptions, the notice periods from articles 10 and 11 apply.
4. If JE-Design stops on the basis of paragraph 2 or article 4 paragraph 8, the client still pays for the work already done and the costs incurred.

Article 15. Confidentiality and privacy

1. Both parties keep each other's confidential information secret.
2. JE-Design handles personal data in accordance with the GDPR. The privacy statement is on je-design.nl.
3. If JE-Design processes personal data on behalf of the client (for example through a contact form on a website that JE-Design hosts), the client is the controller and JE-Design the processor. The parties then sign a data processing agreement before that processing begins. This is a legal requirement.

Article 16. Law and disputes

1. Dutch law applies.
2. The parties first try to resolve a dispute together.
3. If that fails, the competent court in the district where JE-Design is established decides. A consumer may always submit a dispute to the court that has jurisdiction under the law.

Article 17. Changes to these terms

1. JE-Design may change these terms. For ongoing subscriptions, JE-Design reports this at least 30 days in advance. The client may then cancel.

2. For projects, the terms apply as they were when the agreement was concluded.

Article 18. Extra rules for consumers

1. This article only applies to consumers. The consumer's statutory rights always remain.
2. **Right of withdrawal.** For a distance contract, a consumer has 14 days to withdraw from the agreement without giving a reason. This can be done by email to JE-Design or with the model form. JE-Design only starts within those 14 days if the consumer expressly asks for it. If they withdraw after that, they pay a proportionate amount for the work done up to then. The right of withdrawal lapses once the service has been fully performed, after the consumer has expressly consented to this and acknowledged that they thereby lose their right of withdrawal. JE-Design provides the withdrawal information and the model form with the quote.
3. **Liability.** Statutory liability applies to consumers. The limitations and the lapse period in article 12 paragraphs 2, 3 and 5 only apply to the extent the law allows.
4. **Payment.** A consumer may set off. Collection costs only apply after a written reminder with a 14-day payment period, under the statutory scale.

Article 19. The website je-design.nl

1. The texts, images, design, logos, videos, software and databases on je-design.nl belong to JE-Design or its licensors. None of it may be copied, made public or altered without JE-Design's written permission, except to the extent the law allows. In case of infringement, JE-Design may recover the damage.
2. JE-Design ensures the information and prices on the website are correct, but cannot guarantee that everything is always complete and up to date. Obvious typing or programming errors do not bind JE-Design. Prices on the website are indicative. For an assignment, the price in the quote applies (article 3).
3. JE-Design is not liable for damage from using the website itself, such as relying on information on it or temporary unavailability, to the extent the law allows. For assignments, article 12 applies.
4. The website may contain links to other people's sites. JE-Design has no influence over their content and is not liable for it.

5. The website does not set cookies itself. Only your cookie choice is stored on your own device. For cookies that are not strictly necessary, such as tracking, JE-Design asks for consent in advance (article 11.7a of the Telecommunications Act). Visitors can always change their cookie preferences via “Cookie settings” at the bottom of the website or in their browser. More about personal data is in the privacy statement (article 15 paragraph 2).