



Yasja Ligtelijn
Studio Yasja
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Page: 1 of 8

Terms & Conditions Studio Yasja

Studio Yasja is a trade name of Studio Yasja, registered at the Chamber of Commerce under no: 67677258.

Article 1. general provisions and applicability

- 1.1 In these general terms and conditions, the Client is understood to mean: the natural or legal person who enters into an agreement with Studio Yasja.
- 1.2 In these general terms and conditions, the agreement is understood to mean: every agreement between the Client and Studio Yasja for the performance of work by Studio Yasja for the Client.
- 1.3 In these general terms and conditions, work is understood to mean: all work that has been commissioned. The foregoing applies in the broadest sense of the word for design and advertising work and productions.
- 1.4 These terms and conditions apply to all offers, quotations, assignments, legal relationships and agreements, under whatever name, unless otherwise agreed in writing prior to the conclusion.
- 1.5 The applicability of the terms and conditions of the Client is expressly rejected by Studio Yasja.
- 1.6 The underlying agreement - together with these terms and conditions - represent the full agreements between the Client and Studio Yasja with regard to the work for which the agreement has been concluded.

Article 2. Quotations

- 2.1 All quotations, pre-calculations, offers and similar announcements by Studio Yasja are entirely without obligation and can only be accepted without deviation. A quotation is in any case deemed to have been rejected if it has not been accepted within 30 days.
- 2.2. With a newly issued quotation, all previous agreements or proposals made between the parties will lapse.
- 2.3 The prices stated in the quotation are exclusive of VAT and any costs, such as transport costs, shipping costs, administration costs and invoices from third parties engaged, unless stated otherwise.
- 2.4 Quotations made by Studio Yasja are based on data provided by the Client. The Client guarantees that he has provided all relevant information to the best of his knowledge and ability.
- 2.5 If the offer or quotation is based on information provided by the Client and this information turns out to be incorrect or incomplete or changes afterwards, Studio Yasja has the right to adjust the prices and/or (delivery) terms specified.
- 2.6 The offer, quotation and/or prices do not automatically apply to repeat orders and/or follow-up orders.

Terms & Conditions Studio Yasja

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- 2.7 The examples shown and/or provided are as accurate as possible, but are only indicative. The Client cannot derive any rights from this.
- 2.8 The examples provided remain the property of Studio Yasja and must be returned to Studio Yasja on first request at the expense of the Client.
- 2.9 Prices as set out in the quotation may differ from (total) prices stated at other locations or prices of comparable orders already carried out. Studio Yasja uses guide prices that are tailored per quotation to the available data and wishes of the Client and which can therefore turn out differently than data stated at other locations or originating from third parties. No rights can therefore be derived from the quotation or the prices stated at other locations for further or subsequent agreements with regard to comparable assignments. The quotation is attached to the request and is not transferable.

Article 3. The realisation of the assignment confirmation

- 3.1 The quotations and offers made by Studio Yasja are without obligation and revocable.
- 3.2 The quotation only relates to the services or products stated in the quotation and is not a definitive assignment agreement. For a definitive assignment agreement based on the amounts and proposals mentioned in this quotation, the document should preferably be returned signed for approval within the specified validity period or otherwise confirmed in writing. With this confirmation, the quotation is automatically converted into an assignment agreement for the defined assignment. Both mail and email serve as legal means for confirming a quotation for an agreement.
- 3.3 These general terms and conditions apply to all assignment agreements, the offer thereto and/or the acceptance thereof, unless explicitly agreed otherwise in writing.
- 3.4 In order to be able to realise a transparent service, the expected time frame, the specification of the surface area and required quantity of material, the design and preparation phase, the implementation and other cost items are broken down into a clear quotation or price indication. The only exceptions to this are small projects with a predetermined "All-in" price and partial invoices that are part of a large project with multiple payment terms.
- 3.5 Unless otherwise agreed, quotations and offers are valid for 30 days from the date on the document.
- 3.6 Each agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise.
- 3.7 If a term has been agreed for the completion of certain activities within the term of the agreement, this is not a firm deadline, unless explicitly stated otherwise.



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Page: 3 of 8

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Article 4. Changing and/or supplementing the content of the assignment confirmation

- 4.1 Studio Yasja and the Client are entitled to change the content of the assignment. Such a change requires the explicit permission of the other party.
- 4.2 Studio Yasja is entitled, if and insofar as it deems this necessary for the proper execution of the assignment, to perform (or have performed) more work than the work that has been agreed. Studio Yasja will inform the Client about this extra work as soon as possible. The usual rates apply to this extra work.
- 4.3 If the Client wishes to have changes made to the design after approval of the design, additional work will be charged for this at the usual rates.
- 4.4 Extra work during the execution of the project, arising from additional wishes of the Client, will be charged at the usual rates. Such changes may include design adjustments, repainting (a part) of the mural, preparation work such as masking off an area again, and the like.

Article 5. Details from the Client

- 5.1 The Client must ensure that he makes all information required for the implementation of the agreement, such as photos, logos, colours, fonts and any examples available in a timely manner and in the manner desired by Studio Yasja.
- 5.2 The Client ensures that the information provided is correct and complete and indemnifies Studio Yasja against claims from third parties arising from the incorrectness and/or incompleteness of this information.
- 5.3 If the Client does not or not timely meet the aforementioned obligations, Studio Yasja has the right to suspend the execution of the agreement until the Client has fulfilled his obligations. The costs in connection with the delay incurred, the costs for carrying out extra work and the other consequences arising therefrom are for the account and risk of the Client.

Article 6. Execution of the agreement

- 6.1 Studio Yasja determines the way in which and by which person(s) the agreement is executed.
- 6.2 Studio Yasja will implement the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 6.3 Studio Yasja has the right to have certain work carried out by a person or third party to be designated by Studio Yasja, without notice to and explicit permission from the Client, if this is desirable in the opinion of Studio Yasja.



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Page: 4 of 8

Terms & Conditions Studio Yasja

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- 6.4 Additional work means: all extra work and deliveries at the request of the Client or necessarily resulting from the work. Studio Yasja has the right to charge the costs involved in this separately to the Client.
- 6.5 Studio Yasja will, if it has been agreed in writing, offer the Client the opportunity to view proofs and drafts. If no timely response is received from the Client this will be considered to be tacit agreement.
- 6.6 If Studio Yasja has to make changes (afterwards) to documents that have already been approved, this counts as additional work and Studio Yasja has the right to charge the resulting additional costs to the Client.

Article 7. Liability of the contractor

- 7.1 To the extent that the Client and Studio Yasja have agreed in the assignment agreement or during the execution of the assignment periods within which the work must be carried out, these periods, unless expressly agreed otherwise, are indicative. Exceeding them will never result in a shortcoming in the fulfilment of the obligation of Studio Yasja and therefore does not grant the Client the right to claim compensation and/or to dissolve the agreement.
- 7.2 Studio Yasja is, unless there is demonstrable intent or recklessness, not liable for indirect damage, by whatever name and by whomever suffered, resulting from the failure of Studio Yasja and/or the persons engaged by Studio Yasja, in the fulfilment of the obligations arising from the assignment agreement.
- 7.3 Studio Yasja is never liable or responsible for assistants that Studio Yasja has engaged at the instruction of the Client.
- 7.4 Studio Yasja employees will take the necessary precautions to prevent paint from ending up in unwanted places during the intended work. Where required, this is done by means of tarpaulins and masking tape. Any damage to goods incurred as a result of incorrect actions by Studio Yasja or its employees will be solved by mutual agreement with the injured party or placed in the hands of the insurer and dealt with in that way. Studio Yasja cannot be held liable for damage to clothing and goods - intentional or accidental due to the use of paint during the painting work, or injuries - caused by the incorrect and unsafe use of paint by third parties and/or persons who do not have permission for this.
- 7.5 Studio Yasja bears no responsibility for damage sustained by a mural after the manufacture of the mural that arises from fire, vandalism, extreme weather conditions or unexpected release of paint layers as a result of a moderate or poorly functioning primer underneath that mural. Studio Yasja uses materials that are specially designed for art painting and that have been selected in consultation with the Client and are tailored to the specific surface of the location to be painted.

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These materials have a long weather resistance and colour fastness, but their durability can be influenced by the quality of the substrate. The responsibility for choosing the type of primer and the application or omission thereof lies with the Client. Studio Yasja only plays an advisory role in this.

- 7.1 The Client is obliged to inform Studio Yasja of any error in the execution of the assignment and of any possible damage risk, within 2 weeks from the time he has discovered this or could have reasonably discovered this. If this notification is not made or is made too late, Studio Yasja will not be liable to the Client in any way. Studio Yasja is entitled at all times to undo the damage suffered by the Client in a manner that is consistent with the content of the assignment and the nature of the work.

Article 8. Client obligations

- 8.1 The Client is obliged to pay the agreed fee to Studio Yasja.
- 8.2 Studio Yasja always works with a deposit payment due to cost coverage in the delivery of customised work. The project will only start once this deposit has been paid. Small projects are an exception to this, with the total sum paid immediately after production. If the project has a design phase (without a ready-made example), this design phase will only start after payment of the deposit specified in this document.
- 8.3 All murals that have a more extensive timetable than three days will only start if the specified deposit has been paid at least one week before the agreed date. Exceptions are the agreements that have been made otherwise in writing, as stated in the quotation or correspondence.
- 8.4 The deposit always amounts to a minimum of 25% of the total amount excluding VAT. When a new execution period is determined due to late or non-payment of the deposit, a possible delay must be taken into account, entirely dependent on the available space in the schedule of Studio Yasja. Costs resulting from delays and/or later execution of work that are incurred due to late payment of the deposit cannot be recovered from Studio Yasja.
- 8.5 In the event of incorrect delivery of information important for the performance of the assignment such as, but not limited to, surface dimensions, surface condition, surface accessibility, any required pre-processing or failure to state obstacles preventing work from being carried out in the usual way, additional costs will be charged in accordance with the usual rates.
- 8.6 The Client is obliged to pay any remaining balances or invoices without deposit to Studio Yasja within 8 days after invoice date.



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Page: 6 of 8

Terms & Conditions Studio Yasja

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- 8.7 If provisions must be made by the Client at the project location, such as the placement of scaffolding or aerial work platforms and/or the cleaning or preparation of the substrate to be painted, this will be explicitly stated in the quotation or accompanying correspondence. If these agreed facilities are not met before the set start date, the implementation of the project is postponed and all costs that may result from this (such as loss of income, longer rental periods of materials) are for the account of the Client.
- 8.8 Studio Yasja is entitled to terminate the agreement of the assignment and/or to suspend the execution of the agreement if the Client is in default.

Article 9. Confidentiality

- 9.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this is communicated by the other party or if this results from the nature of the information. Studio Yasja will only provide this information to third parties insofar as this is necessary for the implementation of the agreement.

Article 10. Intellectual property

- 10.1 Unless otherwise agreed, all intellectual property rights arising from the agreement - including patent law, design and design rights and copyright - belong to Studio Yasja. Insofar as such a right can only be obtained through a deposit or registration, only Studio Yasja is authorised to do so.
- 10.2 Unless otherwise agreed, the agreement does not include the investigation of the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.
- 10.3 Unless the work does not lend itself to it, Studio Yasja is at all times entitled to mention or remove its name on or near the work and the Client is not permitted publicise or copy the work without stating the name of Studio Yasja unless with prior permission.
- 10.4 Unless otherwise agreed, the concepts, ideas, films, working drawings, prototypes, proposals, design sketches and the like created by Studio Yasja in the context of the agreement remain the property of Studio Yasja, regardless of whether these have been provided to the Client or to third parties.
- 10.5 The Client is prohibited from reproducing, publishing or copying the design and advertising products that Studio Yasja derives from the agreement in the broadest sense of the word, unless Studio Yasja has given explicit written permission.



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Page: 7 of 8

Terms & Conditions Studio Yasja

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- 10.6 After completion of the assignment, neither the Client nor Studio Yasja have any retention obligation to each other with regard to the materials and data used.
- 10.7 Materials used by Studio Yasja during painting work are and remain the property of the performing artist and will not be transferred to the Client. Exceptions to this are painted sails, panels and canvases about which has been agreed in writing that they belong to the services and products ordered and are included in the contract for services accordingly.
- 10.8 After completion of the artwork, Studio Yasja transfers the ownership and all rights and obligations arising from the ownership of the mural to the Client. The Client has for his own use, as defined within the scope of the assignment, the free use of all products and/or works and/or results arising from the work of Studio Yasja.
- 10.9 All copyrights and intellectual property rights on ideas, designs, photos, colour cards and suchlike used, generated or realised by Studio Yasja in the context of the work are and remain the property of Studio Yasja.

Article 11. Force Majeure

- 11.1 If Studio Yasja is unable to meet its obligations under the assignment agreement, or cannot do so properly or in time, due to a cause that is not attributable to it, which explicitly also includes a stagnation in the regular course of affairs within the company, compliance with that obligation will be suspended until the moment Studio Yasja is able to resume work in the agreed manner.
- 11.2 If a situation of force majeure occurs on the part of Studio Yasja that has persisted for a month or more, the Client is entitled to terminate the agreement in whole or in part with immediate effect in writing
- 11.3 If the painting of murals takes place outside and due to weather conditions cannot continue on the booked date, a new date will be planned in consultation. The cancellation of painting work on the day of commencement itself is only possible after consultation between the Client and Studio Yasja.
- 11.4 Outdoor projects can be postponed temporarily or longer for the following reasons: rain, snow or strong wind and/or temperatures below 10°C or possibly at temperatures above 30°C.
In the event of a prolonged delay due to force majeure due to adverse weather conditions, no extra costs will be charged during that period.
- 11.5 In the event that the execution of the agreement has become impossible as a result of this, Studio Yasja is in any case entitled to full compensation for the work and deliveries it has already carried out.



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Page: 8 of 8

Terms & Conditions Studio Yasja

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Article 12. Duration and cancellation of the agreement

- 12.1 Projects that have already been booked can be cancelled up to 30 days before the determined execution date, without return of the deposit payment; from 30 days a cancellation amount of 30% of the agreed total sum will be charged due to loss of income. If cancelled within 14 days before the booked execution date, 70% of the agreed total sum due to loss of income will be charged. Deposits can no longer be returned.
- 12.2 If there has been no down payment and the project cannot be carried out for any reason after approval of the design, an invoice will be sent for the hours specified in the quotation for the design phase and the contract will be terminated automatically.
- 12.3 Studio Yasja always has the right, without any notice of default or judicial intervention being required, to cancel the agreement when the Client:
- a) is in a state of bankruptcy;
 - b) has applied for a suspension of payment;
 - c) leaves due debts unpaid,
 - d) goes into liquidation;
 - e) loses the power to dispose of his assets or parts thereof, unless security is deemed sufficient for Studio Yasja to satisfy the outstanding obligations.

Article 13. Applicable Law

- 13.1 All agreements between the Client and Studio Yasja to which these terms and conditions apply are governed by Dutch law.
- 13.2 All disputes related to agreements between the Client and Studio Yasja to which these terms and conditions apply will be settled by the competent court in the district in which Studio Yasja is located.