

VINDSUBSIDIES TERMS AND CONDITIONS

1. All amounts mentioned in the Agreement are exclusive of VAT.
2. The fixed amounts mentioned in the Agreement will be increased annually on 1 January, for the first time on 1 January of the year following the initiating year of the Agreement. This increase will be made on the basis of the consumer price index (CPI) used by the CBS. If this adjustment would lead to amounts lower than the most recent amounts in place, the adjustment will not be made.
3. The Client will provide the Contractor upon first request with all information necessary in order to comply with all requirements connected to an application for a subsidy and/or tax application /tax exemption application, so as to actually enable the Contractor to arrange the application properly. The Client guarantees the accuracy, completeness and reliability of the information made available to the Contractor.
4. Contractor is authorized to suspend all its obligations, including the issuance of documents or other items to the Client or third parties, until the moment that all debts due and payable by Client are fully paid.
5. Both parties shall not have the right to use the information made available to him by the other party for any purpose other than for that which such information was obtained. Both parties shall treat all information provided by the other party as strictly confidential. Both parties are obliged to preserve the confidentiality of all information entrusted to it by the other party as confidential information, or that has come to its attention as a confidential matter in the course of the performance of the contract. However, there is an exception to this rule in the event that one of the parties is a party in disciplinary, civil or criminal proceedings, in which these documents may be relevant. Both parties shall indemnify and hold harmless the other client against any disciplinary, civil or criminal proceedings arising due to breach of laws and confidentiality obligations by the other party. The parties are allowed to use the name of the other party as an organization for which the party is providing services.
6. The Client undertakes only to provide information and/or answer questions about applications after having consulted with the Contractor on the substance thereof.
7. The Client will only individually make use of facilities for subsidies and/or tax/tax exemption facilities after having informed the Contractor thereof in advance. This rule is in place to prevent duplications and discrepancies.
8. The Contractor is liable to the Client for all demonstrable losses incurred by the Client as a direct consequence of an imputable professional error made by the Contractor. The Contractor shall have the right at all times, if and as far as possible, to undo the damage of the Client. The Client indemnifies the Contractor against any claim of third parties arising directly or indirectly from the performance of the agreement.
In the event that the Contractor fails to comply with its obligations of whatever nature arising under an Agreement, its liability for loss or damage in relation to loss or damage caused by the Services (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the value of the Service Fee.
9. In the event that a negative decision is rendered on an application, the Client and the Contractor will decide in mutual consultation whether or not to bring an objection or an appeal.
10. The Contractor will not be responsible for the substantial performance of the project for which the contribution has been granted.
11. In the event that any subsidy and/or tax exemption and/or tax-deductible item has been granted, the Client undertakes to make available for payment the fee charged by the Contractor within 30 days after the invoice date, without any deductions, discounts or set-off.
The obligation to pay shall exist irrespective of:
 - 1) the contents of any subsequent decisions;
 - 2) the actual full or partial payment of the subsidy;
 - 3) any obligation to reimburse the subsidy in whole or in part;
 - 4) the actual realization of the above-mentioned tax exemption/tax-deductible item.
 In the event that the Client has not paid within said term, it will owe interest for overdue payment – without any notice of default being required and without prejudice to the Contractor's other rights – at the rate of the statutory interest according to Section 119a, Book 6 of the Civil Code, charged on the invoice amount per month. In the event that the Client remains in default following a demand for payment, the Contractor will have the right to increase the claim by extrajudicial collection costs, set at a minimum of 15% of the amount of the claim.
12. The Contractor reserves the right to consider its contract as ended if, in its opinion, within a reasonable time frame and with reasonable efforts/costs, there is no prospect of successful results. In such cases the Contractor will never be obliged to compensate any damage and/or costs.
13. In the event that the Client, at any stage, decides not to submit and/or to withdraw an application prepared by the Contractor, or not to continue the project, the Client shall at all times pay the time actually spent by the Contractor, on the basis of a rate of €150 per hour. The Contractor will provide a detailed overview of time actually spent at the Client's first request.
14. If there is a situation in which an employee of the Contractor performs his work at the location of the client, the care for good working conditions, in accordance with the 'ARBO Act', is with the Client.
15. This Agreement is entered into for the Initial Period. Thereafter it shall renew annually automatically unless terminated by the Customer. The agreement is terminable at any time in writing, with a notice period of three months. Termination of this Agreement shall not affect the obligation to make payments on the principal amounts due under this Agreement.
16. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement.

The Updated Terms and Conditions take effect from the moment of publication or from a later date that can be specified in the Updated Terms and Conditions. These conditions will apply from that moment.

17. SEVERABILITY

If any part term or provision of the Agreement not being of a fundamental nature be held illegal or unenforceable the validity or unenforceability of the remainder of the Agreement shall not be affected.

18. FORCE MAJEURE

Where as a result of any event beyond the reasonable control of a party the Agreement has not been performed for a period exceeding two months or it appears impossible or unlikely that the whole or a substantial part of the Agreement will be capable of performance for a period exceeding two months, then the non-defaulting party may elect to terminate the Agreement upon two weeks' written notice without any further liability of either party (save in relation to payment for Services already provided prior to such date).

19. NOTICES

Any notice shall be sufficiently given if delivered personally, by fax or email or sent by first class mail to the other party at its address specified above or at such other address as it may have notified in writing for such purposes to the other party. Notices so sent shall be deemed to have been received on delivery if delivered personally, if sent by first class mail to have been received two working days following dispatch and if sent by fax or e-mail on receipt of confirmation of successful transmission. Where it is deemed delivery would take place on a non-Working Day then it shall be deemed to take place on the following Working Day.

20. ASSIGNMENT

The Client may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Contractor, which shall not be unreasonably withheld. The Contractor may assign any of its rights or delegate any of its obligations hereunder to any of its group companies without the consent of the Client.

21. DATA PROTECTION (GDPR)

It is possible that the Contractor will be processing personal data on behalf of the Client in the course of the performance of the Agreement. The Contractor shall act as a data processor and the Client shall act as a data controller within the meaning of the Dutch Personal Data Protection Act. All data processing agreements are included in the Data Processor Agreement which can be found on www.vindsubsidies.nl/DPA.

22. GOVERNING LAW

This Agreement is governed by Dutch law. Disputes will be settled exclusively by the competent of Overijssel.

23. CHANGES

Contractor has the right to change the applicable terms and conditions. The Client agrees that they have been notified when the Contractor publishes the updated General Terms and Conditions on its website.