

VPA AGENCY - TERMS AND CONDITIONS

LAST UPDATED: 19/09/2023

1. Definitions

1.1 "Agency" refers to VPA Agency, located at Westzijde 110, 1506 EJ Zaandam, Netherlands.

1.2 "Booking" refers to any reservation or service requested by a client.

1.3 "Client" refers to the individual or entity that makes a reservation or requests a service from the Agency.

2. Bookings

2.1. Bookings made by clients are not deemed final until confirmed by the Agency. Clients will receive a confirmation notice either in writing or via electronic means.

2.2. The Agency reserves the right to reject any booking at its sole discretion.

3. Payment

3.1. Once a booking is confirmed, the client will receive an invoice for the service.

3.2. All payments must be made within seven (7) days from the date of booking confirmation.

3.3. Payments not received within the stated duration might result in the cancellation of the booking without any prior notice.

4. Cancellation Policy

4.1. Clients may cancel their bookings without any penalties up to ten (10) days prior to the booked service date.

4.2. Cancellations made fewer than ten days before the booking will be subject to a cancellation fee as outlined below:

a) 9 days prior to booking: 10% of the initial booking price.

b) 8 days prior to booking: 20% of the initial booking price.

c) 7 days prior to booking: 30% of the initial booking price.

d) And so on.

4.3. Clients will be invoiced for the cancellation fees, which must be paid within seven (7) days of receipt.

5. Communication

5.1. For any inquiries, comments, or concerns, clients can reach the Agency at connect@vpa.agency.

6. Amendments to Terms and Conditions

6.1. The Agency reserves the right to amend these terms and conditions without prior notice. Clients are encouraged to review these terms and conditions periodically.

7. Non-Disclosure Agreement

7.1. Confidential Information: Both the Agency and the Client acknowledge that, in the course of their collaboration, either party may disclose or make available to the other party information about its business affairs, proprietary and confidential information. Such information, whether oral, written, graphic, electronic, or otherwise, is hereinafter referred to as "Confidential Information".

7.2. Protection of Confidential Information: The receiving party shall not use any Confidential Information of the disclosing party for any purpose other than for the specific purpose of the booking. Furthermore, the receiving party shall not disclose any Confidential Information of the disclosing party to third parties or to its own employees, unless such employees need to know the information for the purpose of the booking and are bound by similar confidentiality obligations.

7.3. Exceptions: Confidential Information shall not include information that:

- a) is already known to the receiving party without restriction on use or disclosure prior to receipt of such information;
- b) is or becomes generally known by the public other than by the receiving party's or any of its representatives' non-compliance;
- c) is developed by the receiving party independently of, and without reference to, any Confidential Information.

7.4. Duration: The obligations set forth in this section shall remain in effect for a period of two (2) years from the date of disclosure of the respective Confidential Information.

7.5. Return or Destruction: Upon written request of the disclosing party, the receiving party shall return or destroy all copies of the disclosing party's Confidential Information in its possession, custody, or control. However, the receiving party may retain one copy of the disclosing party's Confidential Information solely for the purpose of determining its obligations under these terms and conditions.

8. Responsibility and Accountability

8.1. Agency's Responsibility: The Agency is responsible for ensuring that the services as described in the booking are delivered to the Client in a professional manner consistent with the Agency's standards. The Agency will act in good faith and use its reasonable efforts to provide the services as outlined in the confirmed booking.

8.2. Client's Responsibility: The Client is responsible for communicating any special requirements or needs to the Agency at the time of the booking. The Client agrees to abide by all terms and conditions set out by the Agency and to act in a manner that is respectful and considerate to the Agency and its representatives.

8.3. Limitation of Accountability: The Agency shall not be held accountable for any unforeseen circumstances or events beyond its reasonable control that may affect the provision of services. This includes, but is not limited to, acts of God, natural disasters, civil disturbances, government actions, strikes, wars, or any other force majeure events.

8.4. Indemnification: The Client agrees to indemnify and hold harmless the Agency, its affiliates, officers, agents, and employees from any claim, suit, action, loss, damage, expense, or liability arising out of, or related to, any services provided by the Agency, except those caused by the direct negligence or willful misconduct of the Agency.

9. Governing Law

9.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of these terms and conditions shall be subject to the jurisdiction of the courts of the Netherlands.