

General Terms and Conditions

Definitions

We are **Paluka**, registered as an Lda in Lagoa, Portugal under registration number 518867790, and as a V.O.F. with the Dutch Chamber of Commerce (KvK) under registration number 34139774.

When we enter into an agreement with you (our client), we are happy to make the following agreements with you. If we jointly decide to deviate from these, we will explicitly confirm this to each other. This way, we both know where we stand.

An agreement can be established through an official order confirmation or because we have agreed on the assignment verbally or in writing. Including any changes or additions that we have mutually agreed upon.

1. What we promise

- 1.1 We do what we are good at with passion. You may expect this competence and commitment from us.
- 1.2 We assemble the most suitable team to carry out the assignment. When replacement is necessary, we ensure someone with comparable competence and commitment.

2. Our rates and payment term

- 2.1 We work with standard rates unless we have explicitly agreed otherwise.
- 2.2 Any additional work, extra deployment of third parties, and/or arrangement costs will be charged separately after prior consultation.
- 2.3 You as the client pay the invoice within 30 days. If not, we may charge the statutory interest and any other costs for collection and suspend our services.

3. How we handle cancellation and rescheduling

It may happen that an assignment needs to be rescheduled or even canceled. We understand that. And we are happy to make clear agreements about that too.

- 3.1 A private and/or individual appointment must be canceled at least 48 hours in advance, otherwise we will charge the full amount.
- 3.2 For cancellation of all other assignments or a part thereof, we apply the following:
 - for cancellation up to 8 weeks before commencement, we only charge the costs incurred, such as preparation time, plus already confirmed third parties and arrangements
 - for cancellation from 8 weeks to 4 weeks before commencement, we charge 50% of the payable rate plus any costs for the cancellation of third parties and arrangements
 - for cancellation within 4 weeks before commencement, we charge the full payable rate.

PALUKA STUDIO

NEDERLAND
Hekelsteeg 4
3511 AK Utrecht

✉ hello@paluka.studio

PORTUGAL
Sitio Vale d'el Rei s/n Caixa Postal 217-X
8400-421 Lagoa

🌐 paluka.studio

3.3 For rescheduling of an assignment (or part thereof), we assume the following:

- up to 4 weeks before commencement, it can be postponed in consultation. Any (extra) costs will be charged, including costs for rescheduling third parties and arrangements
- for rescheduling from 4 weeks to 2 weeks before commencement, we charge 50% of the payable rate plus any costs for rescheduling third parties and arrangements
- for rescheduling within 2 weeks before commencement, we charge the full payable rate.

3.4 An assignment may be rescheduled once, and if it is then canceled after all, we charge the full payable rate plus arrangement costs.

3.5 When the assignment is rescheduled to a date more than 6 months after the original date, we consider this a cancellation.

3.6 It may also happen that we have to reschedule or cancel the assignment. Or refuse a participant. Everything that has been overpaid will then be returned to you.

3.7 Activities will only take place with sufficient participants.

4. What we do in case of force majeure

4.1 In the event of force majeure, we can suspend or (partially) terminate our agreement without without being liable for compensation or penalties. This also applies in the event of illness of one of our employees where replacement is not possible.

4.2 We may still charge you for the costs incurred up to that point. This also includes the costs of externally involved persons and locations.

5. For what we are liable

5.1 As the client, you are responsible for providing correct, complete, and timely data.

5.2 We (including our personnel and third parties) are not liable for damage to property or persons that occurred during an activity, unless we did so deliberately.

5.3 We are well insured and limit the amount in case of liability to the amount actually paid out by our insurance.

5.4 All damage caused during an activity (training, event, arrangement) to the location, the interior, materials, and/or decor construction, insofar as not caused by us, will be repaired at your expense.

5.5 All things you bring to an activity are at your own risk.

6. How we keep it safe

6.1 For all activities (training, events, arrangements), safety is paramount to us. We do this together. Every participant must also be alert to their own safety and that of others and follow the instructions. If you have health complaints, report this in advance. And of course, you are sober. If we doubt sobriety, we choose safety and you may not participate.

6.2 Due to the safety of all participants during activities (training, events, arrangements), an appropriate personal third-party liability and health insurance is required, and supplementary insurance is recommended. We are not liable for calamities, accidents, and/or damage during the execution of activities (training, events, arrangements). Any costs that are not covered by our invoice or insurance are the responsibility of the participant.

7. Our intellectual property

7.1 What we create and share with you remains ours (pursuant to the Copyright Act and other intellectual property laws and regulations). You may only use it insofar as necessary for the agreement. This includes our proposals, order confirmations, and content for the execution of our agreement.

8. What we do in case of disputes

8.1 Dutch law applies exclusively to all our agreements.

8.2 If we cannot resolve the issue together, we ask the court in Utrecht to make a ruling.