TERMS & CONDITIONS

The ground rules for our quotes, assignments and collaboration, clear and without surprises.

LAST UPDATED: OCTOBER 2026

01 Definitions and applicability

These general terms and conditions apply to all quotes, offers, agreements and work of BRKdesign Digital Agency B.V. (hereinafter "BRKdesign", "we" or "us"), established at Biggekerksestraat 35, 4371 EW Koudekerke.

By “client” we mean the party with whom we enter into an agreement or to whom we make an offer. Deviations only apply if we have confirmed them in writing. We expressly reject any purchasing or other terms of the client.

We make these terms and conditions available before or upon conclusion of the agreement: as an annex to or reference in the

quote, and as a downloadable PDF on our website. On request we send them free of charge.

02 Quotes and offers

All our quotes and offers are without obligation and valid for thirty days, unless stated otherwise. A quote is based on the information provided by the client at that time.

Stated prices are in euros and exclusive of VAT and any third-party costs, unless indicated otherwise.

03 Formation and changes

The agreement is formed the moment the client approves a quote or order confirmation (in writing or by email), or as soon as we have started work with the client's consent.

We carry out changes or additions (extra work) after coordination; we may charge the resulting additional costs and longer lead time.

04 Performance and cooperation

We carry out the agreement to the best of our insight and ability, as a best-efforts obligation. The client ensures that all information, materials and access we reasonably need are available in time and correctly.

We may have (parts of) the work carried out by third parties when this is desirable for proper performance.

05 Delivery and deadlines

Stated deadlines are indicative and never strict deadlines, unless expressly agreed otherwise in writing. In case of a threatening overrun, we consult in good time.

After going live or delivery, a reasonable period applies for reporting defects; after that the delivered work is deemed accepted.

06 Hosting, maintenance and availability

We provide hosting and maintenance only if separately agreed (for example in a hosting or maintenance plan). Without such an agreement, after delivery the client is responsible for hosting, updates, backups and security of the website.

We provide hosting via external hosting providers. For actual availability, maintenance and outages we depend on those providers. We make every effort to achieve high availability, but do not guarantee uninterrupted availability (best-efforts obligation). We are not liable for downtime or data loss attributable to the hosting provider or to the client.

Websites of several clients may share a hosting environment. To protect the security and availability of that environment, we may take (emergency) measures where necessary, including temporarily taking a website offline or restricting it, for example in the event of a security incident or vulnerability. We inform the client about this as soon as possible.

If maintenance has been agreed, we carry out updates of the CMS (such as WordPress), plugins and themes at the agreed frequency, and make a monthly backup. Work outside the agreed scope — such as recovery after a hack not attributable to us — is charged as extra work.

07 Security

When building and managing websites we take appropriate, customary security measures. Complete security does not exist: we do not guarantee that a website or system can never be hacked, disrupted or misused.

The client handles login details and access with care and is responsible for software, plugins, themes or code installed by the client or by third parties.

If a party discovers a vulnerability or security incident, it notifies the other party as soon as possible so that measures can be taken.

We are not liable for damage caused by security incidents, unless it results from intent or deliberate recklessness by BRKdesign.

08 Prices and payment

Invoicing takes place as agreed in the quote (for example in instalments or after delivery). Payment is made within fourteen days of the invoice date, without set-off or suspension.

In case of late payment, the client is in default by operation of law and we are entitled to charge the statutory (commercial) interest and reasonable collection costs and to suspend our work.

09 Intellectual property

All intellectual property rights to the works we develop (such as designs, code, texts and concepts) rest with BRKdesign, unless agreed otherwise in writing.

After full payment, the client obtains a right of use for the agreed purpose. Source files and source code are only transferred if expressly agreed. We may show the delivered work in our portfolio.

10 Liability

Our liability is limited to direct damage and to a maximum of the amount invoiced for the relevant assignment (for a long-running assignment: the invoicing over the last six months). Liability for indirect damage, such as consequential loss, lost profit or missed savings, is excluded.

These limitations do not apply in case of intent or deliberate recklessness by BRKdesign.

11 Force majeure

In case of force majeure our obligations are suspended. If force majeure permanently prevents us from performing, both parties may dissolve the agreement for the unenforceable part, without either party being liable for damages.

12 Confidentiality

Both parties keep confidential information they receive in the context of the collaboration secret and use it only for the purpose for which it was provided.

13 Processing of personal data (GDPR)

Insofar as we process personal data on behalf of the client in performing the agreement (for example via hosting, contact forms or an application), the client is the controller and BRKdesign the processor within the meaning of the General Data Protection Regulation (GDPR).

The parties record the arrangements for this in a separate data processing agreement, which forms part of the agreement.

For hosting and certain services we engage sub-processors (such as our hosting providers). We remain responsible towards the client for their compliance.

How we handle personal data is described in our privacy statement.

14 Termination and dissolution

Ongoing agreements (such as hosting and maintenance) are entered into for an indefinite period and may be terminated by either party in writing at the end of a calendar month, observing a notice period of one month. For consumers, after any minimum period a notice period of no more than one month applies. Work already performed and the current hosting or maintenance period are settled up to the end of the notice period.

We may (partly) dissolve or suspend the agreement if the client fails to meet its obligations, is declared bankrupt or applies for suspension of payments.

15 Applicable law and disputes

Dutch law applies to all our agreements. We prefer to first resolve disputes by consultation; if we can't, they are submitted to the competent court in the district where BRKdesign is established.

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