

# General Terms & Conditions

**inview**  
locatie

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## Article 1 General

- 1.1. Inview Locatie BV, a private company with its registered headquarters and offices at Stadsring 140 in the city of Amersfoort (postal code 3811 HS), registered with the Chamber of Commerce under number 32144652, the user of these Terms & Conditions, is hereinafter referred to as 'Inview Locatie'
- 1.2. All contracting parties of Inview Locatie are referred to in these Terms & Conditions as 'Client'
- 1.3. The term 'Parties' refers to Inview Locatie and Client together
- 1.4. In these Terms & Conditions, Inview Locatie operates solely as an agent of Client in situations in which the objective of location rental is to facilitate quantitative and/or qualitative market research using the interview and research rooms of Inview Locatie. All other Client requests for the rental of facilities such as conference rooms are subject only to the Terms & Conditions of Inview Vergaderen.
- 1.5. The term 'Research on Location' in these Terms & Conditions refers to all (market) research that uses one or more locations or rooms offered by Inview Locatie.
- 1.6. The term 'Offer' refers to any proposal for the execution of an assignment, plus an estimate of the cost.
- 1.7. The term 'Assignment' refers to an agreement between the Parties as stipulated in an Assignment agreement.
- 1.8. Only management has the authority, in person or in writing, to conclude an Assignment agreement (Contract) or issue a confirmation of an assignment with terms and/or conditions that deviate from these Terms & Conditions. The representative of Client is assumed to have been authorised to act on behalf of Client for the purposes of these Terms & Conditions.

## Article 2 Applicability

- 2.1. These Terms & Conditions apply to all legal relationships between the Parties.
- 2.2. The applicability of any other Terms & Conditions is hereby explicitly rejected.
- 2.3. If one or more provisions of these Terms & Conditions is declared wholly or partially invalid or void at any time, the remaining provisions of these Terms & Conditions will remain in full effect. Where appropriate, the Parties are required to act in mutual consultation to arrive at an alternative arrangement with respect to the affected provision or provisions. Insofar as possible, the purpose and intent of the original provision or provisions must be preserved.

## Article 3 Offers and Conclusion of Agreement

- 3.1. All written communication between the Parties will occur via e-mail.
- 3.2. Inview Locatie will issue all Offers to Client in writing.
- 3.3. All Offers and discounts issued by Inview Locatie are provisional, unless they contain an explicit acceptance period. If no acceptance period is prescribed, acceptance must occur within a reasonable time. A reasonable period is defined as a period of 30 days. Inview Locatie is entitled to withdraw a binding Offer within five (5) business days of acceptance of a provisional Offer by Client.
- 3.4. Offers and discounts issued by Inview Locatie are based on information provided by Client prior to their issuance, including but not limited to (research) requirements, information on the performance of the Assignment and/or (reservation) scheduling requirements. Until Inview Locatie has received all definitive information from Client, the Offer issued by Inview Locatie will be considered provisional and will contain only the starting points, an indication of the costs and/or an optional booking of the location. Provisional Offers are entirely free of obligation on the part of Inview Locatie. For a final Offer, Client must deliver any missing information promptly, no later than 7 days before the possible start of the Assignment.
- 3.5. The Offer does not include the cost of the reproduction of research materials and/or the purchase of products that are needed in specific cases for the execution of the Assignment at an Inview Locatie location. Invoicing of such costs will be based on the actual cost incurred by Inview Locatie.
- 3.6. Inview Locatie cannot be held to an Offer if Client understands or could reasonably be expected to understand that the Offer or any part thereof contains an obvious mistake or error.
- 3.7. Inview Locatie cannot be held to an Offer that is based on incorrect or incomplete information provided by Client.
- 3.8. All prices mentioned in Offers by Inview Locatie are exclusive of the statutory value added tax and any levies imposed by law at the moment at which the Offers are issued. Inview Locatie is entitled to adjust its Offers for changes in prices and/or levies imposed by law.
- 3.9. A Contract between the Parties is established after Inview Locatie sends Client a written confirmation of the final Offer.

## Article 4 Execution of the Assignment

- 4.1. Inview Locatie will endeavour to the best of its knowledge and ability to execute the Assignment in accordance with the written Contract.
- 4.2. Inview Locatie is entitled to employ third parties to execute the Assignment.

- 4.3. Client will cooperate in full to facilitate proper execution of the Assignment, including timely provision of required and/or useful information, data and intelligence.
- 4.4. If Inview Locatie is unable to properly execute the Assignment due to failure on the part of Client to fulfil the obligations described in article 4.3, Inview Locatie is entitled to charge Client for any resulting (delay) costs and/or additional work.
- 4.5. All services and/or products that, in the opinion of Inview Locatie, are required in specific cases for execution of the Assignment, but are not mentioned in the Offer, will be charged to Client based on the actual cost incurred by Inview Locatie. Client will receive timely notice of such charges.
- 4.6. All files, data, instructions, products and other materials made available to Inview Locatie by Client for execution of the Assignment remain the sole property of Client at all times. On completion of the Assignment, the items mentioned above will either be returned to Client or be destroyed by Inview Locatie, as agreed. Any costs incurred to return these items to Client or destroy these items will be charged to Client.

## Article 5 Changes, Postponements and Cancellations

- 5.1. Any changes that may be required by Client must be submitted to Inview Locatie in writing. Assignments that are significantly changed by Client will be considered new Assignments. Inview Locatie will issue a new Offer for the new Assignment to replace the original Offer, unless the Parties have explicitly agreed otherwise in writing.
- 5.2. Client must submit written notice of cancellation. Notice of cancellation is valid only if it is actually received by Inview Locatie.
- 5.3. Postponement of Research on Location by Client will be considered a cancellation, unless the Parties schedule a new research date and reach an agreement, in writing, regarding costs already incurred and any additional costs.
- 5.4. Without prejudice to the provisions contained in paragraphs 2 and 3 of this article, postponement or cancellation by Client, Client will reimburse Inview Locatie for preparation costs, the scheduled hours of the permanent staff of Inview Locatie and/or the costs of (hired) parties, transport and/or delivery costs and any other costs incurred by Inview Locatie, as follows, as a percentage of the total amount of the Contract:
  - a. 50% (fifty percent) in cases involving postponement or cancellation from 10 to 6 days before the start of the Assignment, without pre-selection of respondents by Inview Locatie
  - b. 75% (seventy five percent) in cases involving postponement or cancellation from 5 to 2 days before the start of the Assignment. without pre-selection of respondents by Inview Locatie
  - c. 100% (one hundred percent) in cases involving postponement or cancellation of the Assignment one day before the start of the Assignment, without preselection

of respondents by Inview Locatie

- d. In cases involving research with preselection of respondents by Inview Locatie, extra costs will be charged to Client for rescheduling respondents who have already been scheduled, in addition to the costs for postponement or cancellation mentioned in subparagraphs a through c above. The rescheduling fee, which is subject to change without notice, is EUR 10,00 (ten) per respondent. The full recruitment fee will be charged for any respondent who cannot be rescheduled. Client will also be charged any additional costs incurred to find new respondents.

## Article 6 Payment Terms

- 6.1. Invoicing will take place after completion of the Assignment, or after completion of a part of the Assignment. Inview Locatie is entitled to demand an advance payment or deposit for the cost of renting, transporting or paying deposits on equipment and/or other material required for execution of the Assignment. The Assignment will commence after the advance payment or deposit is paid in full.
- 6.2. Payment by Client must be made within 30 days of the invoice date, without discounts, settlements or deductions of any kind, unless otherwise agreed by the Parties in writing.
- 6.3. In cases in which the payment term is exceeded, Client is legally in default and, without prejudice to any other rights that may accrue to Inview Locatie, is obligated to pay contractual interest at a rate of 2% per month or part thereof over the unpaid amount, from the first day after the end of the payment term through to the date on which full payment is made.
- 6.4. Any (extra) costs arising from additional work, changes, cancellations, and/or failure to provide information, late provision of information and provision of incorrect information by Client will be borne by Client.
- 6.5. All judicial and extrajudicial costs will be borne by Client. Judicial costs include all actual costs of legal and procedural assistance and are not limited to the procedural costs to be liquidated, but will be charged to Client in their entirety. Extrajudicial collection costs amount to at least 15% of the amount due and payable by Client, including the contractual interest mentioned above, with a minimum charge of € 250.

## Article 7 Privacy and Confidentiality

- 7.1. Both Parties are obliged to maintain the confidentiality of any confidential information they may receive from one another in the context of the Assignment. Information is considered confidential if it is company-specific, competitive in nature or privacy-

sensitive information that has not already been disclosed by public sources and could cause damage if disclosed.

- 7.2. Inview Locatie works in compliance with the latest guidelines of the International Code of Marketing and Social Research (ICC / ESOMAR) and the standards of the International Organization for Standardization (ISO) 20252. Client is obliged to protect the privacy of the respondents at all times, in accordance with the Data Protection Act (DPA) and the European Privacy Law (European Data Protection Regulation).
- 7.3. Collected data, interviews and reports and other outcomes based on the information provided by respondents supplied by Inview Locatie must be fully and completely decoupled from the individuals involved before it is given to the final customer. Exceptions to this provision are possible only in situations in which such exceptions are required for research purposes and only after the individuals involved have given their explicit and unambiguous written consent.
- 7.4. Client is explicitly prohibited from registering respondents supplied by Inview Locatie in a separate database and from contacting respondents supplied by Inview Locatie for any purpose whatsoever, other than via Inview Locatie.
- 7.5. Completed questionnaires, audio recordings, video tapes and computer files created by or on behalf of Inview Locatie during execution of the Assignment, remain the sole property of Inview Locatie and will be kept, stored and destroyed/deleted in compliance with the applicable legislation and regulations and the internal policy of Inview Locatie. To the extent that no legislation or regulations otherwise dictate, Inview Locatie will retain the items mentioned above for at least 3 (three) months. Client may request copies of the research material and/or results created during the Assignment, at the cost of Client, in compliance with the requirements of the ICC / ESOMAR standards for respecting the anonymity of respondents, provided provision of such material and/or results to Client does not violate any privacy legislation or regulations.
- 7.6. Client will indemnify Inview Locatie for all claims submitted against Inview Locatie by third parties, including respondents, that involve violation of privacy legislation and regulations or improper handling of sensitive information, including (special) personal data, that is not directly attributable to Inview Locatie.
- 7.7. In case of violation or failure to comply in full with the provisions contained in article 7, Client will be subject to an immediately payable fine of 10 times the amount of the Contract, without prejudice to any other claims for actual damages that may be submitted against Client by Inview Locatie.

## Article 8 Liability

- 8.1. Inview Locatie is only liable for direct damage suffered by Client as a result of shortcomings in the execution of the Assignment and in situations involving intent or gross negligence on the part of Inview Locatie. Direct damage is limited as follows:
  - a. the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage that is subject to reimbursement under these Terms & Conditions;
  - b. the reasonable costs incurred to correct the shortcomings in execution of the Assignment, insofar as such shortcomings are attributable to Inview Locatie, and;
  - c. the reasonable costs incurred to prevent or limit damage, insofar as Client is able to demonstrate that such costs resulted in limitation to damage that is subject to reimbursement under these Terms & Conditions.
- 8.2. Inview Locatie explicitly rejects all liability for indirect damage, lost revenue and/or profits, lost savings, loss of or damage to data and consequential damage that is not the direct result of inadequate execution of the Assignment.
- 8.3. Inview Locatie is not liable for damages of any kind that may result from assumptions made by Inview Locatie based on incorrect or incomplete information, data specifications or files provided by or on behalf of Client or from damages of any kind that may result from a failure on the part of Client to provide information, data, specifications or files in a timely manner.
- 8.4. Damage to test material or other materials made available by Client to Inview Locatie is subject to reimbursement by Inview Locatie, unless Inview Locatie is able to demonstrate that such damage is not related to culpable acts or omissions that are attributable to Inview Locatie or is not caused by intent or gross negligence on its part.
- 8.5. Client will indemnify Inview Locatie against all claims that may be submitted against Inview Locatie by third parties, including respondents, relating to execution of the agreement and the results of execution of the agreement.
- 8.6. If execution of an Assignment by Inview Locatie results in liability, such liability will be limited to the amount paid out for the type of liability involved by the applicable liability insurance policy of Inview Locatie, plus the amount of the insurance deductible. If the insurance held by Inview Locatie does not pay out, for any reason whatsoever, the liability borne by Inview Locatie will be limited, in all cases, to the net invoice amount charged to Client by Inview Locatie for the Assignment during which, or as a result of which, the liability arose.

## Article 9 Termination

- 9.1. A Contract is considered terminated, without judicial intervention and without prior notice, from the moment Client is declared bankrupt, requests a moratorium on payments, is subject to seizure, placed in receivership or is otherwise stripped of the right to dispose of or disburse capital.
- 9.2. Inview Locatie retains the right to terminate the Contract at any time, without judicial intervention and without prior notice, if Client acts in violation of these Terms & Conditions.
- 9.3. On termination of the Contract, all claims against Client held by Inview Locatie will become immediately due and payable. In addition, Inview Locatie retains the right to demand full compensation for any damages it suffers or will suffer as a result of termination of the Contract.

## Article 10 Intellectual Property

- 10.1. All intellectual property rights remain the property of the creator of the underlying intellectual property or the owner of the associated copyright. In this context, the copyright owner is the owner of the intellectual property as defined by law and understood to be the copyright owner according to commonly held legal criteria and established jurisprudence. The term 'copyright owner' extends to all facets of the body of such legal criteria and established jurisprudence. Client will retain ownership at all times of any questionnaires, material and other specifications provided by Client in the context of the Assignment.
- 10.2. Inview Locatie retains all rights of intellectual property, including the copyright, associated rights and neighbouring rights to all research methods, concepts, materials, reports and advice employed or developed in connection with the Assignment by Inview Locatie, unless the Parties have explicitly agreed otherwise.
- 10.3. Except for tailored Assignments and insofar as the Parties have written agreements regarding tailored Assignments, Inview Locatie retains all rights of intellectual property and the associated rights to outcomes and/or results of the research that are presented to Client in the context of the Assignment. Tailored Assignments are defined in this context as Assignments that are specifically executed or only executed for Client, for which Client receives intellectual property rights upon fulfilment of all (payment) obligations due to Inview Locatie.
- 10.4. For each act of infringement. Client will forfeit to Inview Locatie an immediately due and payable penalty of EUR 25,000 (twenty-five thousand) per act and a penalty of EUR 5,000 (five thousand) for each day that the infringement continues, without prejudice to the right of Inview Locatie to demand compensation for actual damages suffered, to the extent that such damages are higher than the aforementioned penalty.

## Article 11 Force Majeure

- 11.1. Force majeure is defined in these Terms & Conditions, in addition to what is understood in established law and jurisprudence, to include all external causes, foreseen or unforeseen, which Inview Locatie cannot influence but which render Inview Locatie unable to fulfil its obligations. Force majeure includes strikes, lockouts, fires, loss of equipment or devices and other business disruptions and illness and accidents involving the persons charged with execution of the Assignment, whether such persons are directly employed by Inview Locatie or by suppliers of goods and services employed Inview Locatie for execution of the Assignment, as well as other parties with whom Inview Locatie cooperates to execute the Assignment.
- 11.2. Inview Locatie is also entitled to invoke force majeure if the circumstance that renders Inview Locatie unable to fulfil or continue to fulfil its obligations under the Contract occurs after Inview Locatie should have fulfilled its obligations.
- 11.3. Inview Locatie is entitled to suspend its obligations under the Contract for the period to which the force majeure applies. If this period lasts longer than two months, then either of the Parties is entitled to terminate the Contract with no obligation to pay damages to the other party.
- 11.4. Insofar as Inview Locatie at the start of the period of force majeure has partially fulfilled its obligations under the Contract, will fulfil, will be able to fulfil, is in the process of fulfilling and/or has provided independent value in the context of the Contract, Inview Locatie is entitled to separately invoice Client for the fulfilled obligations and/or the obligations being fulfilled. Client is obliged to pay this invoice as if there were a separate Contract.

## Article 12 Complaints

- 12.1. Inview Locatie will fulfil its obligations with due care and expertise.
- 12.2. Complaints regarding the manner in which Inview Locatie fulfils its obligations must be submitted in writing by Client to Inview Locatie within eight (8) days of discovery of any shortcoming in execution of the Assignment. Client relinquishes all rights relating to such complaints if complaints are not submitted in writing or on time.
- 12.3. Only legitimate complaints will be handled by Inview Locatie. Legitimate complaints are defined as complaints that are demonstrably and directly related to the work executed by Inview Locatie. On receipt of a legitimate complaint, Inview Locatie will attempt to rectify the complaint, to the best of its knowledge and ability. If the complaint cannot be or can no longer be rectified, the liability of Inview Locatie is limited as described in article 8 of these Terms & Condition (Liability).
- 12.4. Complaints do not entitle Client to suspend payment or fulfilment of other obligations

related to the Contract under any circumstances.

- 12.5. Without prejudice to any of the other provisions contained in these Terms & Conditions, all liability of Inview Locatie, including liability related to claims, counterclaims and demands for compensation of damages, expires one (1) year from the date on which the Assignment is completed. For the purposes of these Terms & Conditions, the date of completion of the Assignment is the date on which Inview Locatie finishes the Assignment, not the date on which Client pays the invoice for the Assignment.

## Article 13 Applicable law

- 13.1. All agreements concluded by Inview Locatie are governed by Dutch law. The CISG is not applicable to these agreements.
- 13.2. Client agrees to indemnify Inview Locatie against any claims, processes, inception of processes, damages and/or expenses (including legal fees) that may arise in the event of failure to comply with the provisions contained in these Terms & Conditions.
- 13.3. All disputes arising from agreements concluded by Inview Locatie will be handled by the competent court in Amersfoort, with the exclusion of all other institutions or bodies, insofar as such handling is possible under the applicable laws.

## Article 14 Additional Provisions

- 14.1. These Terms & Conditions are filed with the Chamber of Commerce of Gooi, Eem & Flevoland.
- 14.2. The latest version of these Terms & Conditions is the applicable version, or the version in effect at the moment the legal relationship between the Parties came into being.
- 14.3. The original Dutch text of these Terms & Conditions is decisive for the interpretation of these Terms & Conditions. These Terms & Conditions took effect on 01-11-2016.



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