

Terms and Conditions Younicook

Article 1: Definitions

1. Contractor: Dirk Plas (independent chef), working under the Contractor's name.
2. Client: Any natural or legal person who wishes to enter into an Agreement with the Contractor or has already concluded it.
3. Agreement: An Agreement, written or oral made, between the Client and a Contractor concerning one or more services to be provided on Younicook.nl.
4. Assignment: The goods and tasks agreed upon in the Agreement, comprising the products and services provided by the Contractor, which must be executed or executed on (a) specific date(s).
5. Invoice sum: The total amount the Client must pay for an agreed assignment.

Article 2: Validity of these Terms and Conditions

1. These General Terms and Conditions apply to all offers and all Agreements for the delivery of products and / or services, which are agreed upon between the Client and the Contractor.
2. With the assignment, the Client is accepting these Terms and Conditions.
3. Provisions deviating from these Terms and Conditions are only binding if they have been agreed in writing.

Article 3: Offers and Prices

1. The Contractor assumes fixed pricing, rates can be found on Younicook.nl. The Contractor may deviate from the prices indicated at the above location on a quotation for a specific assignment in consultation with the Client.
2. If requested, the Contractor will submit an offer to the Client for approval before the commencement of the work.
3. Offers issued by the Contractor are without obligation and valid for 14 days unless stated otherwise in the offer.
4. All prices stated on the website and / or offers are exclusive of VAT.
5. Price increases resulting from additions and changes to the order are at the Client's expense and will be made after notification.

Article 4: Cancellation

1. Cancellations must be made by telephone, in writing, or by mail and are only definitive if both sides have confirmed them.
2. Free cancellation is possible up to 21 days before the commencement of the assignment. Any advance payments from the Client to the Contractor will be returned.
3. In the event of cancellation up to 14 days before the commencement of the assignment, the Client will be charged an amount to compensate for the administrative costs amounting to 10% of the total invoice sum. This amount will be settled with a possible advance payment.
4. In the event of cancellation between 14 days and 7 days before the commencement of the assignment, the Client will be charged 25% of the total invoice sum to compensate for the loss of income, the costs incurred

- for administration, first preparation, and the like. This amount will be settled with a possible advance payment.
5. In the event of cancellation between 7 days and 3 days before the commencement of the assignment, the Client will be charged 50% of the total invoice sum to compensate for the loss of income, the costs incurred for administration, first preparation, and the like. This amount will be settled with a possible advance payment.
 6. In the event of cancellation between 72 hours and 24 hours before the commencement of the assignment, the Client will be charged 75% of the total invoice sum to compensate for the costs incurred for administration, purchase, preparation, etc.
 7. In the event of cancellation less than 24 hours before the commencement of the assignment, the Client will be charged an amount to compensate the costs incurred for administration, purchase, preparation, etc., of 100% of the total invoice sum.

Exclusion:

1. If the cancellation, which has taken place at least 72 hours in advance, does not constitute a final cancellation but a postponement of the assignment to a later moment, then the Client will be charged an amount to compensate the costs incurred for purchases, which are not used and cannot be used with the new order. This up to a maximum amount of 50% of the invoice amount.

Article 5: Corrections on group size

1. Always give corrections to the group size as soon as possible by e-mail and / or telephone.
2. Negative corrections to the group size can be applied free of charge up to 120 hours (5 days) before the commencement of the assignment.
3. In case of negative corrections to the group size between 120 hours and 72 hours before the commencement of the assignment, the absent guests will be charged a maximum of 25% to compensate for the costs incurred for purchasing, planning, and the like.
4. In case of negative corrections to the group size between 72 hours and 24 hours before the commencement of the assignment, the absent guests will be charged a maximum of 50% to compensate for the costs incurred for purchasing, planning, and the like.
5. In case of negative corrections to the group size reported less than 24 hours in advance or at the commencement of the assignment, the absent guests will be charged 100%.

Article 6: Payment

1. The Contractor is entitled to demand partial advance payment for an order, which must be paid at least 10 days before the start of the assignment.
2. Payment can be made in advance or afterward by bank transfer or cash.
3. The Client is obliged to pay invoices from the Contractor within the period stated on the invoice and, in the absence of such an indication: within 14 days. If the Client does not pay within the specified period, the Client is legally in default.
4. Possible collection costs and / or costs for disputes are accepted by the Client if the Agreement is actually executed by the Contractor as its costs.

Article 7: Liability

1. The Contractor is not liable for damage that occurs during or associated with the performance of the assignment, insofar as this damage is a direct or indirect result of:
 1. force majeure as defined in Article 8;
 2. acts or omissions of the Client, its subordinates, or other persons employed by or on behalf of the Client;
 3. acts or omissions of the Contractor, its personnel, or other persons engaged in the performance of the Agreement, except for intent or gross negligence. This provision applies in particular to damage caused by consuming the food prepared or served by the Contractor.
2. The Contractor is not liable for any damage, theft, or loss of goods of the Client or third parties that the Contractor has in use during the execution of the assignment unless the damage is the result of intent or gross negligence on the part of the Contractor, its staff or others in the execution of the Agreement. people engaged.
3. The Contractor is not liable for damage or loss of property of the Client, Guest, Group and / or Individual in the wardrobe, the building, or an external location unless the damage is the result of intent or gross negligence of the Contractor, its staff or other persons engaged in the execution of the Agreement.
4. The contractor is in all cases, only liable for the amount that its liability insurer pays in the relevant case.

Article 8: Dissolution

1. If the Client does not comply with any obligation stipulated in the Agreement, the Contractor has the right to suspend the execution of the Agreement or to dissolve it, without the Contractor being obliged to pay any compensation.

Article 9: Force Majeure

1. In the event of force majeure, the Contractor has the right, after notifying the client, to cancel all or part of its obligations to execute the Agreement, insofar as not performed, without judicial intervention being required.

Force majeure means:

 1. Obstructing government regulations and requests.
 2. Disturbances in the supply of goods to be delivered by third parties, as well as water and energy supplies.
 3. Fire or accidents.
 4. Illness or death of the Contractor.
 5. Transport impediments or transport problems, such as unforeseen traffic jams, accidents in traffic, riots, strikes, and blockades.
 6. Malfunctioning of equipment.
 7. Seizure of any kind or for whatever reason.
 8. Natural disasters, such as flooding or earthquakes.
 9. War or imminent war.
 10. As well as any other events that cannot be counted as normal trading risks.

Article 10: Outsourcing work to third parties

1. The Contractor is entitled to have the work and / or services assigned to it performed by third parties.

Article 11: Services on location

1. When the services are delivered on or in a location belonging to the Client, the Client makes available the kitchen, the space, the equipment, the equipment, energy, and water.
2. The Client shall ensure that the facilities mentioned in Article 11.1 are available and usable by the Contractor. The Client will bear all financial consequences of any shortcomings.
3. As the site owner, the client is responsible for the waste and the offering of the waste according to statutory regulations.
4. Taxes, 'Buma / Stemra' rights (or any royalties), and fees, as well as costs of telecommunication, energy and water consumption, sewerage, and waste processing, for the benefit of the services to be provided by the Contractor, are at the expense of the Client.

Article 12: Applicable law and disputes

1. Dutch law applies to these general terms and conditions, each Agreement, and any other legal relations between the parties connected with this in any way.
2. The Contractor and third parties working under the Contractor's name are responsible for correctly performing the Agreements with the customer. You can report complaints via dirk@younicook.com.