

General terms and conditions

Last update: 9th of March 2023



These Terms and Conditions constitute a legally binding agreement between you and the company VERCASA a man with a van (VERCASA as abbreviation). By using VERCASA service, you hereby acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement that we may publish from time to time. Please read this Agreement carefully. If you do not agree to all of these terms and conditions, you may not use this service.

By using VERCASA service, you represent and warrant that you are at least 18 years old, and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts. All new features or information added to the website are also subject to the Terms of Use. On VERCASA website you can view the latest version of the Terms of Use at any time.

VERCASA will execute your move professionally and as efficiently as possible. In order to make this possible, we have a number of general terms and conditions to make your move successful.

Definitions:

- Under “**Contractor**” is understood in these General Terms and Conditions “VERCASA” unless otherwise stated in these General Terms and Conditions
- Under “**Mover**” or “**Handyman**” or “**Driver**” is understood in these General Terms and Conditions as “the worker hired by VERCASA for the execution of the job”, unless otherwise stated in these General Terms and Conditions
- Under “**Client**”: The Client and any representative of the Client, contact person specified on behalf of the Client and the group on behalf of which the Client requests/books the services. In addition, the person indicated has a payment obligation and must be allowed to bear the comparable/related activities, powers and responsibilities of the Client.

1. Confirmation of the service and agreements before the move.

- 1.1 By confirming VERCASA’s service, the Client accept all terms and conditions mentioned down below.
- 1.2 The Client agrees to the terms and conditions during the filling of the online form through the official VERCASA website and by transferring the advance payment necessary to book the service. In case one or both those requirements are missing (for example by booking the service last minute through a call or text agreement), the same terms and conditions will apply.
- 1.3 Any agreements and/or commitments deviating from these General Terms and Conditions will only be binding on the Contractor if they have been confirmed

explicitly in writing (email) by the Contractor prior to the commencement of the removal.

- 1.4 The service is confirmed once the Client has followed the reservation procedure as indicated in the email with the quote or once there has been a proof of agreement regarding the service, date and time.
- 1.5 In order to book the service, the Contractor can request to the Client an advance payment equal to 50% of the total amount of the given quotation. The service will be considered confirmed once this amount will be received by the Contractor or once the Client will provide a valid proof of payment.
- 1.6 If the Client cannot be physically present during the relocation, a contact person must first be appointed. This must be present throughout the move and acts on behalf of the Client and bears all the responsibilities that this entails. This designated person also has the obligation to pay the removal immediately after completion. If no person can be present during the move, the Contractor is entitled of asking up to 150% advance payment of the total amount in the quotation as a confirmation fee.
- 1.7 For every relocation a minimum of 3 hours will be charged, unless explicitly stated otherwise by the Contractor.
- 1.8 Unless explicitly stated, working time and kilometers driven will be counted from the moment the worker will depart from the base (in Leiden) till the moment he comes back.
- 1.9 We reserve the right to increase the price of working hours up to 50% before 9 a.m., after 18 p.m., after 12 consecutive working hours and for last minute requests (24 hours before relocation takes place). For relocation during weekend and public holidays, VERCASA charges 25% on top of the total amount.
- 1.10 Address(es), date(s) and time changes can only be reported to the Contractor via email before the commencement of the removal. The price and time indication as provided and accepted is no longer valid if the Contractor does not contact known addresses on behalf of the Client. The Client hereby accepts all (ensuing) financial consequences.
- 1.11 The price and time indication that the Contractor provides is fully based on the information provided by the Client by means of the application form. By accepting the price and time indication these General Terms and Conditions are automatically valid. This is also a commitment for the presence of a qualified person during the move.
- 1.12 Disassembly and assembly of furniture must be notified by the Client in advance, or it will take place at all times at the Client's own risk. If the Client has not informed the Contractor about (dis)assembly work prior to the start of the relocation any resulting waiting times for the already present staff and/or rented equipment are at the expense of the Client.
- 1.13 The relocation of items heavier than 100 kg must be reported in writing to the Contractor prior to the commencement of the relocation and they are at all times at the risk of the Client. The Mover(s) are at all times entitled to refuse to relocate these items, even more when not previously reported. The moving of such items must take place with at least 3 people. VERCASA reserves the right to charge an extra fee for relocation of items above 100KG. Price calculated approximately of 10€/extra KG for each Mover.
- 1.14 The Client must report items made of natural stone to the Contractor in writing prior to the removal. In this notice should be mentioned: the dimensions, the weight and type of natural stone. If no (complete) communication about the item in question has been made, the transport will at all times take place at the own risk of

the Client. Items of natural stone must at all times be transported transport-worthy in a custom-made frame work, which will be prepared by the Client.

- 1.15 If an item has an above-average value or disproportionate value, this must be reported in writing before the start of the removal. Examples are; precious works of art, (precious) design furniture pieces or heirlooms with high emotional value. If the Client fails to do so, the Client shall deprive the Contractor of the possibility to take the correct precautionary measures. As a result, the transport of items such as with a value as described above will automatically take place at the risk of the Client. The Contractor does not accept any liability for the items described above if it has not been informed before the start of the removal.
- 1.16 VERCASA does NOT relocate any item which is considered illegal by the law where the relocation takes place. Any eventual financial or legal consequences will be entirely under the responsibility of the Client
- 1.17 Any addition and/or change can only be added in writing prior to the commencement of the removal and must be confirmed in writing by the Contractor in advance.
- 1.18 Unless previously agreed, sufficient people must be present during the moving. If that is for some reason not possible, the Client can request the contractor assistance of a second paid mover in order to start or continue with the execution of the work. The extra paid worker will be all time for the account of the Client.
- 1.19 Both parties are obliged to keep confidential all confidential information that they share with each other in the context of the agreement. Information is considered confidential if it is indicated as such or if this results from the nature of the information in question. The confidential information will only be used for the purpose for which it was provided.
If the Contractor is obliged to disclose confidential information on the grounds of a statutory provision or court order/order, the Contractor is not obliged to compensate for damage and, insofar as it concerns it, the Client is not entitled to dissolve the agreement.
- 1.20 All intellectual property rights relating to the products and/or services, as well as the designs, software, documentation and all other materials are developed and/or used to prepare or execute the agreement between the Contractor and the Client, or those resulting from it. The delivery of products and/or services does not extend to any transfer of the intellectual property rights. The Client will only receive a non-exclusive and non-transferable right to use the products and results of the services for the agreed objectives. In such use, the Client will strictly comply with the conditions laid down in the General Terms and Conditions or otherwise imposed on the Client. The Client shall not, in any way whatsoever, reproduce the products and results of the services in whole or in part or make them available to a third party without the prior written consent of the Contractor.
The Client shall not remove or modify indications of the Contractor or its suppliers regarding copyrights, trademarks, trade names or other intellectual property rights. The Contractor warrants that it is entitled to grant the aforementioned right of use to the Client and indemnifies the Client against any claims by third parties in this respect. This provision does not apply if and insofar as the products and/or results of the services have been changed and/or if these have been delivered in conjunction with third-party goods, unless the Client demonstrates in the last-mentioned case that the claims of third parties exclusively relate to have on the products and/or results of the services delivered by the Contractor.
- 1.21 If one or more provisions from these general terms and conditions are void or voidable, the other provisions will remain fully applicable. In that case, the parties will agree on new provisions to replace the void or nullified provisions, taking into

account as much as possible the purpose and purport of the original provision. Hereby Article 3:42 civil code of Dutch law remains valid.

2. Cancellation policy and right to postpone the move

- 2.1 If the Client decides to cancel the removal, this must be reported by email at least 15 days prior the moving date and confirmed by email by the contractor; in this case, the cancellation is free of charge and the advance payment will be fully refunded to the Client.
- 2.2 In other cases, the advance payment of 50% will be hold by the Contractor as a cancellation fee to: cover administration time and costs, pay the Mover(s) set for the day, had the agenda occupied and therefore missed work opportunities with another clients.
If the Client decides to apply for a removal that will take place within 15 days and to cancel it within the same time frame, it is not possible to cancel the request without being charged of the cancellation fee.
- 2.3 If the Client wishes to reschedule the relocation within 15 days before the move, the Contractor is entitled to charge the full 50% advance payment as reschedule fee (so not refundable) to cover the administration costs mentioned above. The reschedule is subject to availability of the agenda of the Contractor.
- 2.4 In any case, the Distance Selling Act cannot be applied for this kind of service booked with VERCASA.
- 2.5 The Contractor reserves the right to terminate or postpone the relocation without any special compensation being required in case of: force majeure, strike, lockout, fire, war, mobilization, flood, extremely adverse weather conditions, other (natural) disasters and any cause of delay or external factors that do not allow the execution of the removal, independent of the will of the company, in a safe way for the workers, vehicle, items and surroundings.
- 2.6 The Contractor reserves the right to postpone the move (in date and/or time) in event of break down vehicle and no other (suitable) vehicle available in the company or to rent in the surroundings.
- 2.7 In event that one of the situations mentioned in 2.5 and/or 2.6 occur, and the Clients decides to cancel the reservation, a full refund of the advance payment transferred already to the Contractor can be request. This request has to happen by email within 7 working days after the supposed time of commencing of the relocation (or the obligation towards the Client expires).

3. Preparative before and during the move

- 3.1 The contents of the customer must be packed by the Client ready for transport (except for full service offered by VERCASA).
- 3.2 The contents of a removal box must be packed in such a way that loose items cannot damage each other. Fragile items have to be adequately protected. The Client is responsible for any damage due to any improper or missing packing from its side (unless for full service).
- 3.3 Floors, walls, stairways, corridors and doors must be properly protected by the Client before the start of the move. The Client has to inform the Mover(s) if any area in the address can create risks for the Mover(s) or items; or they can easily get

- damaged. Any damage occurring due to improper protection of those parts, will be always at the risk of the Client.
- 3.4 All boxes must be well closed, cabinet doors locked, loose shelves in the cabinets must be removed or taped in order to limit damage during transport. The Client is responsible for any damage due to any improper or missing packing/preparation from its side.
 - 3.5 Breakable objects (such as glasses and mirrors), must be properly wrapped by the Client in order to allow a secure transport. Electronic devices must be packed in original boxes. Mattresses must be packed in advance to avoid they could get dirty. If this is not the case, the mover may refuse in some cases to relocate them; or the transport is at all times at the risk of the Client.
 - 3.6 All valuables such as jewelry, money, etcetera must at all times remain under the supervision of the Client.
 - 3.7 With regard to gas and electricity, we do not perform disconnection/connection work. We can only disconnect and reconnect washing-machines and dryers. We do not drill holes in walls, unless explicitly request from the Client and accepted by the contractor. Both these procedures fall always on the Client's own risk.
 - 3.8 If the contents include rented objects, the Contractor does not accept any liability for any damage to the rented object. Rented objects come with a service contract that includes a relocation of the object. If the Client requests VERCASA and/or its employees to move the rented object, this is explicitly at the Client's own risk.
 - 3.9 The Client must ensure sufficient parking space for the removal van(s). It remains the responsibility of the Client to pay sufficient parking fees. The Client is entitled of applying for any special parking permission for the truck or for the permission to enter pedestrian areas when needed. The responsibility for applying for an exemption lies with the Client, unless it has to be requested by the Contractor at the Client's explicit request. If no exemption has been requested, any resulting costs will be for the account of the Client.
 - 3.10 The Client must be present during the entire move to ensure the safety of the goods. Items of extreme value must remain in the possession of the Client at all times. The Client is responsible for checking the loading/unloading of all items to ensure nothing is left behind. In case an item is left behind at the starting address we cannot be held accountable.
 - 3.11 Heavy objects such as (for example) washing machines must be moved with enough manpower by following the direction of the mover.
 - 3.12 In event of items being damaged during the handling of items, the responsibility falls under the person that was handling the item(s) when the damaged occurs. In case the object was wrongly set against walls/on the ground, the same rule applies.
 - 3.13 The handyman is responsible for the (dis)assembling task unless the Client has handled/will handle such a procedure himself. The Client and the Contractor will provide enough information in forehead in case the items are considered fragile or if they present signs of damage(s) already. In case of assembly of new item out of boxes, the Client is responsible of providing the right pieces to the handyman. If some boxes are missing, the handyman is not liable in any case of this inconvenience.

4. Damages and responsibility

- 4.1 The Mover is responsible of lifting, loading and transporting of objects. The responsibility of item(s) being damaged can exclusively fall on the Mover in those cases. In case the items are damaged during transport because of wrongly packed,

the Client is fully responsible for such a damage. The household effects placed in the moving van, that are unloaded or lifted by someone other than an employee of the Contractor, are not insured.

- 4.2 If damages occur during the (dis)assembling by a handyman from VERCASA, he will be fully responsible of such damage. In case items have been (dis)assembled by the Client, the company cannot be responsible of any damage which might have occurred during this procedure handled by the Client.
- 4.3 Items which all time fall under the responsibility of the Client, so not insured, are: antique furniture, items older than 10 years, items above 100 KGS, plants, very high value objects, paintings, aquariums, waterbeds.
- 4.4 The contractor shall never be liable for any damage arising from: boxes already damaged or unproper packed before loading, errors in software or other computer software, items packed or disassembled by the Client, adverse weather conditions, third parties, transporting of rusted, dirty or wet items, presence of animals.
- 4.5 Normal mechanical, electrical and electronic disruptions without external cause are excluded from the liability of the Contractor.
- 4.6 The Contractor cannot be held liable for the loss or theft of goods of the Client.
- 4.7 No more than 20% fragile materials may be transported per car. If the Client decides to exceed this percentage, the Contractor is not liable of any damage that might occur.
- 4.8 The Contractor is not liable for any damage to the Client if this damage has arisen as a result of the provision of incorrect/incomplete information and/or unsound materials by the Client. This also includes moving boxes that are in a bad condition.
- 4.9 The Contractor excludes all liability towards the Client, unless it proves that damage has arisen as a result of the non-execution or incorrect execution of the assignment, caused by the intent and/or gross negligence of the Contractor or Movers.
- 4.10 The Contractor accepts no liability whatsoever towards others than the Client, and is indemnified by the Client for the financial consequences of any such claims by third parties.
- 4.11 The Contractor can never be held liable on account of material or physical damage, to or by the Client or to his or her helpers inflicted on anyone, even if the claim occurs on the occasion of the cooperation between an appointed person Contractor and the Client and/or his/her helper(s).
- 4.12 If items, due to damaging, cannot be used anymore and must be dismantled, the duty of fulfilling this task will fall under the same person responsible for the damage.
- 4.13 In case of damage, the Client must specify this damage in the presence of the Mover(s) and have this confirmed in writing, this must then be confirmed with a signature for legal validity. The liability expires after the departure of the Mover(s).
- 4.14 The Client may under no circumstances make a set-off. Invoice must be settled at all times, regardless of whether damage has occurred. Any damage must be dealt with afterwards.
- 4.15 If damage(s) occur during the relocation, the Client must notify the Contractor in writing. This notification must be received by the Contractor no later than 7 days after the removal has ended. This term has been set in connection with the number of removals that the employees of the Contractor perform: after 7 days it is difficult to recall specific details.
This written claim notification is separate from damage detection during the move. If the damage report is received by the Contractor after the earlier stated period, the Client must be able to prove that he/she could not meet this earlier due to force majeure.

- 4.16 If the Client has not complained his/her claim/complaint within the set period, all his rights and claims for whatever reason will lapse in respect of what he/she has complained about or could have complained about within that period.
- 4.17 In the event of damage where the Contractor's terms and conditions are complied with, the Client is responsible for submitting purchase receipts to qualify for financial compensation. The current value can be determined on the basis of the purchase receipts. The current value is leading with regard to the valuation. Payment is not possible without handing over purchase receipts.
- 4.18 In event of damage(s) with the Mover(s)/Handyman responsibility, the first 250€ value will be entirely on own risk of the Client.
- 4.19 In event of damaged items with the Mover/Handyman responsibility, the items will be valued according to the received of payment of the item provided by the Client to the Contractor. The Contractor is entitled to evaluate the item according to the value of the same item in second-hand conditions. The Contractor is entitled to refund the Client a value, after the received is provided, up and equal to 50% of the purchase price. The compromise will be discussed by email or phone call. Once arrived to an agreement, this will be confirmed by both parts by an exchanging of an email. The value of the object(s) will be transferred to the Client's account within the terms of 30 days.
- 4.20 In case of problems or complaints we ask you not to enter into a discussion with the Mover(s), but directly contact the head office via +31612691147.
- 4.21 If it turns out to be necessary to initiate legal proceedings for the collection of the debt collection for collection, all costs associated with legal proceedings (such as bailiff costs, court fees, lawyer's fees and all additional and related costs) will be charged to the Client.

5. Payment rights and duties

- 5.1 The Client, or the indicated contact person, must have sufficient payment options to pay the remaining or total fee of the move, instruct the movers where necessary and bears full responsibility.
- 5.2 Payment must be made in cash, by bank transfer or by debit card immediately after the removal ends, before the Mover(s) depart (unless otherwise agreed in advance). Private individuals and companies cannot pay per invoice unless otherwise agreed in advance.
- 5.3 The Client always pays for the hours actually worked. If Contractor is working shorter or longer than planned, the final total amount will be adjusted accordingly to the hourly rates.
- 5.4 If during the move and/or the payment it appears that the Client and/or authorized person does not have sufficient financial means to and/or refuses to pay the full total amount of the removal, the Contractor is fully entitled to hold (part of) the contents as collateral of the total amount. This seizure is subject to the retention right and can never be regarded as unlawful appropriation. By accepting the price and time indication and these General Terms and Conditions, the Client and/or authorized representative automatically authorizes the appropriation of goods as collateral if the above situation arises.
- 5.5 If, after 1 month have elapsed from the term of payment, the goods of the relocation are still in the possession of the Contractor, it is fully entitled to trade the goods for the benefit of (part of) the total amount due.

- 5.6 We reserve the right to charge 20% more of the total invoice amount if you do not pay the day of the move.
- 5.7 If the Client does not pay within the set payment term, the Contractor is free to charge a penalty percentage. These additional costs are shown in the table below: Penalty percentages will be charged after the expiry of the payment term (same day of the move):
 - 0-2 weeks: +25% of the total amount
 - 2-4 weeks: +50% of the total amount
 - 4-6 weeks: +75% of the total amount
 - 6-8 weeks: +100% of the total amount
 - 8+ weeks: after 8 weeks, the percentage of penalties is increased by 10% every two weeks.
- 5.8 Negligence interests and court costs will be recovered by the Client on refusal of payment.
- 5.9 Any delay may occur due to a (previous) removal, congestion, bad weather conditions and incorrectly specified information (of the previous/current/next Client) are no reason for complaint or compensation. The aforementioned causes also form a logical extension of the given starting time.
- 5.10 The Contractor and its employees can move household effects up to the 4th floor via the stairs. If the floor(s) specified by the Client deviate from reality, this does not constitute a reason for complaint or compensation. An extra compensation can be agreed between Mover(s) and Client to move items from the 5th floor and above.
- 5.11 The Contractor is not liable for waiting times caused by incorrectly parked vehicles of others. The costs for the waiting time are always at the expense of the Client.
- 5.12 The Mover(s) always reserve the right to take a short break during the move in order to rest body and mind. The Mover(s) can take up to 5 minutes each working hour. The breaks will still count as a working hour if the Mover stays within this limit and the Client is entitled of paying that. Any other extra time above it, will be deducted by the total amount of the bill. The driving time does not count as break.

6. Others

- 6.1 VERCASA offers regularly different discount and promotions via the usage of coupon codes. The coupon code has to be inserted in during the filling in of the reservation form.
- 6.2 Each reservation gives the right to use only one coupon code per time. Each Client can make use of the same coupon code only once. Only one coupon code can be used by the Client for each working day.
- 6.3 There are no cases when coupon codes can be converted into cash. Validity, value or discount percentage of the coupon code will be stated into the quotation and it will be therefore applied at the end of the working day.