



VIVA LA  
VIDA .  
BUENA



# Terms & conditions

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**Project management & interior design**

## 1. INTRODUCTION

This document contains the general conditions applicable to services purchased from Viva la Vida Buena regarding our activities project management, reform & renovation and interior design.

Our activities and services above mentioned are project management, renovation & reforming and interior design, including but not limited to project management, intermediary. construction work, designing, furnishing, advising and color advice, purchasing and supplying related products and materials and the sale of (custom) furniture, decoration and kitchens. The foregoing applies in the broadest sense of the word.

The following general conditions are an inseparable part of the agreement between the Client, who is the natural person or legal entity that has instructed the Contractor to make an offer, perform work, provide services or deliver products (herein 'you', the 'Client', the 'customer')  
and

Viva la Vida Buena: CIF (Tax ID): ESB05405709, legally registered with the Registro Mercantil de Alicante under number 000563776, Calle la Luna 10a, Llíber, Alicante, Tel: +34 664 623 968; Email: hello@vivalavidabuena.com, (herein Viva la Vida Buena', 'Contractor' 'we' or 'us').

### **Definitions:**

1. Documents: all products made available by the parties to each other, including documents or data carriers, as well as all products manufactured by the Contractor in the context of the execution of the assignment, including documents or data carriers.
2. Agreement: any written or oral agreement between the Client and the Contractor to perform work, provide services and/or deliver products by the Contractor for the benefit of the Client.
3. Parties: Client and Contractor jointly.

Therefore, by contracting us you are agreeing to these conditions in their entirety.

## 2. APPLICABILITY

1. These general terms and conditions apply to all offers, quotations and agreements entered into by the Contractor within the context of the execution of the work.
2. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contractor.
3. If the Client uses general terms and conditions and refers to them, their applicability is hereby expressly rejected. General terms and conditions that conflict with these conditions will not be accepted by the Contractor.
4. If any provision that forms part of these general terms and conditions or of the agreement is void or is annulled, this will not affect the validity of the other provisions. The provision in question will be replaced immediately in consultation between the parties by a provision that approximates the scope of the original provision as much as possible.

5. The Contractor has the right to unilaterally change these general terms and conditions. Changes will also apply to agreements already concluded. The Contractor will inform the Client by e-mail of any changes to the general terms and conditions.
6. Changes to general terms and conditions will take effect thirty days after the Client has been informed.

### **3. OFFERS AND QUOTATIONS**

1. All offers and/or quotations made by the Contractor are without obligation, are valid for 30 days and are subject to availability, unless expressly stated otherwise. The Contractor has the right to revoke an offer no later than five days after receipt of acceptance.
2. Offers may be based on information provided by the Client. If it appears after the quotation that the information provided deviates from the prevailing circumstances, no rights can be derived from offers made by the Contractor.
3. Offers and/or quotations are made in writing and/or digitally, unless urgent circumstances make this impossible.
4. The Contractor cannot be held to its offers and/or quotations if the Client, in terms of reasonableness and fairness and generally accepted views in society, should have understood that the offer and/or quotation or part thereof is an obvious contains a mistake, spelling, printing or typing error.
5. A composite quotation does not oblige the Contractor to deliver part of the goods included in the offer and/or quotation and/or to carry out part of the assignment for a corresponding part of the stated price.
6. Offers and/or quotations do not automatically apply to future orders or repeat orders.
7. Colors, samples, samples, models, catalogues, images, drawings, measurements, weight and power specifications, etc. shown are for illustration purposes and no rights can be derived from them by the Client. The aforementioned documents also remain the property of the Contractor.

### **4. AGREEMENT**

1. The agreement is concluded after the Client has accepted the offer made by the Contractor. However, if the Client's acceptance deviates from the offer on certain points, the agreement will only be concluded if the Contractor has expressly agreed to these deviations in writing.
2. If the Client issues an assignment to the Contractor without a prior offer
3. places an order, the Contractor is only bound to this assignment or order after it has confirmed it in writing to the Client.
4. Agreements only become binding upon written confirmation from the Contractor or as soon as the Contractor - without objection from the Client - has started execution.
5. Changes to the agreement are only valid if and insofar as they have been agreed in writing between the Client and the Contractor. The Client will carry out the desired changes, provided they are reasonably possible. Changes may mean that the agreed delivery time is exceeded by the Contractor, which is considered force majeure.

## **5. CLIENT OBLIGATIONS**

1. The Client is obliged to make available to the Contractor in a timely manner, upon request, all information and documents that the Contractor believes it requires for the correct execution of the agreement, in the desired form and in the desired manner.
2. The Client is obliged to ensure that the Contractor has unhindered access to the building, premises, rooms, home, products and/or facilities in connection with the (timely) execution of work, delivery of services or the delivery of Products.
3. The Contractor has the right to suspend the execution of the agreement until the Client has fulfilled the obligation referred to in the previous paragraph.
4. The Client is obliged to inform the Contractor immediately about facts and circumstances that may be important in connection with the conclusion and further implementation of the agreement.
5. The additional costs and any additional fees resulting from the delay in the execution of the agreement, resulting from the failure to provide the requested data and/or access, not to make it available on time, not to do so properly or not in accordance with the agreements, will be borne by from Client. If and insofar as the Client so requests, the documents made available will be returned to him.
6. The Client may place high demands on the Contractor's advice and services, but the Client guarantees the accuracy, completeness and reliability of the data and documents made available to the Contractor by or on behalf of it, even if they come from third parties. The Client remains responsible and liable at all times for the possible consequences of providing incorrect, incomplete and unreliable data and documents.
7. The Client must read the information from the received documents and check them for accuracy and pass on any inaccuracies to the Contractor as soon as possible, but no later than 8 days after receipt.
8. The Client is obliged to purchase the products ordered from and by the Contractor, except for defective products and mandatory legal provisions. After the Client instructs the Contractor to order or manufacture products and has paid for them, the Contractor will place the order directly with the supplier. Orders already placed, especially with regard to custom-made furniture and kitchens, cannot be canceled unless otherwise agreed.
9. The Client is at all times responsible for:
  - a. - checking and complying with copyright and (intellectual) property rights of third parties;
  - b. - the electronic files, data carriers, etc. provided by him to the Contractor are free from viruses and/or defects;

## **6. EXECUTION OF ASSIGNMENT**

1. The Contractor determines the manner in which and by which person(s) the agreement is executed. The Contractor will, if possible, take into account timely and responsible instructions from the Client regarding the execution of the agreement.
2. The Contractor will carry out the work or services to the best of his ability and as a careful professional. However, the Contractor is only subject to a best efforts obligation, except in the case of the sale of furniture and kitchens, and the Contractor is not liable for disappointing results as a result of a design supplied by him.

3. The Contractor has the right to have (part of) the work carried out by a person or third party to be designated by the Contractor, without notification to and express permission from the Client, if this is desirable in the Contractor's opinion.
4. The Contractor will keep the Client informed of its activities in carrying out the assignment and will notify it without delay of the completion of the assignment if the Client is unaware of this.
5. If the Client wishes to postpone the start of the execution of the agreement, for whatever reason, he is obliged to pay the resulting additional costs and/or fees for the Contractor and to fully compensate the resulting damage suffered by the Contractor. reimburse.
6. If, during the term of the agreement, work is carried out for the Client's profession or business that does not fall under the work to which the agreement relates, this work will be deemed to have been carried out on the basis of separate agreements.
7. Any periods specified in the agreement within which the work must be carried out are only approximate and not strict deadlines. Exceeding such a period therefore does not constitute an attributable shortcoming on the part of the Contractor and therefore does not constitute grounds for dissolution of the agreement.
8. The Contractor has the right to execute the agreement in phases. If the agreement is executed in phases, the Contractor has the right to invoice each executed part separately and to demand payment for it. If and as long as this invoice is not paid by the Client, the Contractor is not obliged to carry out the next phase and has the right to suspend the agreement.
9. If the agreement is executed in phases, the Contractor has the right to suspend the execution of those parts that belong to the next phase or phases until the Client has approved the results of the preceding phase in writing.
10. The Contractor reserves the right to mention or use the customer name, the project and the work performed in accordance with and after approval by the Client as a reference or example for all commercial purposes, without any compensation being owed to the Client.

## **7. DELIVERY / DELIVERY TIMES**

1. The delivery and/or execution period is on average 8 weeks. Agreed delivery and/or execution times can never be regarded as strict deadlines. If the Contractor fails to fulfill its obligations under the agreement or fails to do so in a timely manner, it must be given written notice of default by the Client, and it must be given a reasonable period to still fulfill its obligations.
2. The Contractor is entitled to delivery and/or execution in parts and can invoice each partial delivery or phase separately.
3. The risk regarding delivered products is transferred to the Client at the time of delivery. In these general terms and conditions, the moment of delivery is defined as: the moment at which the items to be delivered leave the Contractor's premises or warehouse or the moment at which the Contractor has informed the Client that these items can be collected by it.
4. Shipping and/or transport of the ordered products takes place in a manner to be determined by the supplier or Contractor, but at the expense and risk of the Client. The Contractor is not liable for any damage of any kind - whether or not to the goods

themselves - related to the shipment and/or transport. Provisions included in the carrier's general terms and conditions do not affect the provisions of this paragraph.

5. If it proves impossible to deliver the ordered products to the Client due to a cause within the Client's sphere of risk or if the products are not collected, the Contractor is entitled to have the goods returned and stored at the Client's expense and risk. . Unless the Contractor has expressly set a different period in writing, the Client must enable the Contractor to deliver the goods or collect them within 1 month after notification of the storage.
6. If the Client fails to meet its purchase obligations even after the period stated in paragraph 5 of this article has expired, it will be immediately in default, unless mandatory legal provisions apply, without prior notice of default being required. The Contractor then has the right to terminate the agreement in whole or in part with immediate effect, without judicial intervention, by means of a written statement, and to sell the goods to third parties. All this without the Contractor being obliged to pay damages, costs and interest.
7. The foregoing does not affect the Client's obligation to compensate any (storage) costs, delay damage, loss of profit or other damage.
8. The Contractor cannot be obliged to commence delivery of the goods until it has received any agreed (down) payment. In the event of delays resulting from this, the specified delivery times will be adjusted proportionately.

## **8. FORCE MAJEUR**

1. If one of the parties cannot fulfill its obligations under the agreement, or cannot do so on time or properly, as a result of a cause not attributable to it, including but not limited to illness of employees, disruptions in the computer network and other stagnation in the normal course of events within his company, those obligations are suspended until the moment that the party concerned is still able to fulfill them in the agreed manner.
2. In these general terms and conditions, force majeure means circumstances that are not attributable to the Contractor's fault, and which are not the responsibility of the Contractor under the law, a legal act or generally accepted views. In addition to this explanation of force majeure under law and case law, force majeure also includes all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfill its obligations.
3. If the force majeure situation occurs when the agreement has already been partially executed, the Client is obliged to fulfill its obligations towards the Contractor up to that moment.
4. If the period of force majeure lasts longer than 3 months or if there is permanent force majeure, both parties are entitled to terminate the agreement with immediate effect, by written notice, without judicial intervention, without the parties being able to claim any compensation. any compensation.

## **9. RATES AND PRICE CHANGES**

1. All prices mentioned in the quotations of the Contractor are shown in euros and are exclusive of VAT and exclusive of travel expenses unless otherwise agreed upon.

2. The Contractor charges services based on hourly rates that the Contractor agrees in advance with the Client or on the basis of a predetermined and agreed amount per service/agreement. Fixed amounts are charged for products.
3. If the Contractor calculates on the basis of hourly rates, an estimate is made of both the content of the service and the costs involved before the Contractor starts an assignment. However, the Client cannot derive any rights from this estimate.
4. If the Contractor has agreed a fixed fee or rate with the Client, the Contractor is nevertheless entitled to increase this fee or rate if it appears during the execution of the work that the originally agreed or expected amount of work was insufficiently estimated at the time of conclusion of the agreement, and this is not attributable to the Contractor, that the Contractor cannot reasonably be expected to perform the agreed work for the originally agreed fee. The Contractor will of course inform the Client of this without delay. The Client may decide to withdraw the order on this basis.
5. The moment additional work arises in relation to the accepted assignment, the Contractor will inform the Client of the financial consequences. The Client is obliged to accept and pay for additional work up to a maximum of 10% of the amount originally agreed to be paid by the Client.
6. The Contractor has the right to suspend the execution of its work before the start of the work and in the interim until the Client has paid an advance payment to be reasonably determined by the Contractor for the work to be carried out or a down payment has been made for the products to be delivered, then has provided security for this. The down payment is 30% of the total agreed amount for business customers and 35% for private customers.
7. The Contractor specifies invoices according to the assignment and, in the case of hourly rates, the number of hours involved. The fee and any cost estimates are - where applicable - increased by sales tax and other costs, such as administration, travel, packaging and/or delivery charge.
8. The Contractor's fee, if necessary increased by disbursements and declarations from third parties involved, including any sales tax and costs due, will be charged to the Client in phases.
9. If the execution of the agreement is postponed at the initiative and request of the Client, the latter is obliged to fully reimburse the Contractor for any additional costs and damage resulting from this.
10. If the agreement ends before the assignment has been completed or the time for which it was granted has expired, and the fee liability is dependent on the completion or the expiry of that time, the Contractor is entitled to a portion to be determined reasonably of the fee. When determining this, account is taken, among other things, of the work already performed by the Contractor, the benefit that the Client receives from this, the lost profit of the Contractor and the grounds on which the agreement ended.

## **10. PAYMENT**

1. Payment must be made within the payment term stated on the invoice. If no payment term has been agreed, a final payment term of 8 days after delivery applies.
2. The payment terms are - unless otherwise agreed - as follows:

- - 35% of the total amount as a down payment when placing an order;
  - - 55% of the total amount prior to delivery or execution;
  - - 10% of the total amount within 8 days after delivery or invoice date.
3. In the event of a project taking more than 6 weeks of work, the 55% will be divided in equal monthly parts of the estimated time. Each part needs to be paid prior to the next month.
  4. In the event of purchasing product(s), the Client will receive an invoice for a deposit of 100% of the purchase value.
  5. Payment will take place without deduction, set-off or suspension on any grounds whatsoever, except under mandatory legal provisions.
  6. If the Client has not paid within the period referred to in paragraph 2, or within the further agreed period, it is legally in default and the Contractor has the right, without any further summons or notice of default being required, from the due date to charge the statutory (commercial) interest on the invoiced amount until the day of full payment, without prejudice to the Contractor's further rights.
  7. In the event of late or incomplete payment by the Client, the Contractor is also entitled, without a prior further demand or notice of default being required, to charge the Client for (extra)judicial collection costs, even insofar as the actual costs exceed the judicial costs order.
  8. In the event of a joint assignment, Clients are jointly and severally liable for payment of the invoice amount, insofar as the work has been carried out for the benefit of the joint Clients.
  9. In the absence of full payment by the Client, the Contractor is, subject to mandatory legal provisions, entitled to terminate the agreement without further notice of default or judicial intervention by means of a written statement or to suspend its obligations under the agreement until payment has been made or the Client has provided proper security for this. The Contractor also has the aforementioned right of suspension if it has reasonable grounds to doubt the creditworthiness of the Client even before the Client is in default with payment.
  10. Payments made by the Client will first be deducted by the Contractor from all interest and costs due and subsequently from the due and payable invoices that have been outstanding the longest, unless the Client expressly states in writing at the time of payment that the payment relates to a later invoice.

## **11. PAYMENT INABILITY**

Without prejudice to the provisions of the other articles of these general terms and conditions, the Contractor is entitled to terminate the agreement without further notice of default and without judicial intervention by means of a written statement to the Client, at the time when the Client:

- a. is declared bankrupt or an application for bankruptcy has been made;
- b. applies for (provisional) suspension of payments;
- c. is affected by an enforcement order;
- d. is placed under guardianship or administration;
- e. otherwise loses the power to dispose of or act with regard to his assets or parts thereof.



## **12. GUARANTEES**

1. The Contractor will ensure that the agreed deliveries and/or work are carried out properly and in accordance with the standards applicable in its industry, but will never provide a more far-reaching guarantee with regard to these deliveries and/or work than any guarantee given by the supplier of the products has been provided. The warranty conditions of the manufacturer or supplier apply.
2. The Contractor does not provide a warranty on used products. Upon purchase, the Client accepts the condition in which the products are at that time. The manufacturer of a product may provide a limited warranty. The manufacturer's warranty conditions apply in that case.
3. Guarantees are only provided to the Client and are not transferable to third parties.
4. The implementation of guarantees is suspended until the Client has fulfilled all its payment obligations with regard to the relevant goods or works to the Contractor.
5. The Contractor does not guarantee and is never deemed to have guaranteed that the delivered goods are suitable for the purpose for which the Client wishes to process, process, have them used or used, unless it has expressly confirmed this in writing to the Client.

## **13. COMPLAINTS AND RETURNS**

1. The Client is obliged to inspect the delivered products immediately upon receipt. Any visible defects, errors, imperfections, defects and/or deviations in numbers must be noted on the accompanying note and reported to the Contractor immediately, but no later than within 24 hours of receipt of the goods. The Client is obliged to sign the delivery note for approval and receipt.
2. Complaints do not suspend the Client's payment obligation, unless mandatory legal provisions dictate otherwise.
3. The Contractor must be given the opportunity to investigate the complaint. The Contractor's administration is leading in this regard. If return shipment proves necessary for the investigation of the complaint, this will only take place at the expense and risk of the Contractor if the latter has given its express written consent in advance.
4. In all cases, returns will take place in a manner to be determined by the Contractor and in the original packaging or packaging.
5. If the Client returns products to the Contractor due to a cause within the Client's sphere of risk, the Contractor is entitled to charge 15% of the invoice value of these products as "handling costs".
6. If the products concern used products or products specially tailor-made for the Client or if the products have changed in nature and/or composition after delivery, have been fully or partially treated or processed, damaged or repackaged, any right to complain lapses.
7. Products supplied by the Contractor will never be subject to a more extensive guarantee than that provided by the supplier. Complaints that fall outside the supplier's warranty conditions or warranty periods cannot be processed by the Contractor and will be rejected.

## 14. LIABILITY AND INDEMNIFICATION

1. If the Client demonstrates that it has suffered direct damage due to an attributable shortcoming arising from or related to the execution of an assignment by the Contractor, the Contractor's liability for direct damage alone, subject to mandatory legal provisions, is limited to the payment that takes place in the relevant case on the basis of the liability insurance taken out by the Contractor. If no payment is made on the basis of this liability insurance, any liability is limited to a maximum of half of the amount invoiced or to be invoiced by the Contractor on the basis of the agreement from which the damage arises, excluding VAT, with a maximum of €5000.00.
2. The Contractor is never liable for business, indirect, personal injury or consequential damage suffered by the Client or third parties, including but not limited to loss suffered or lost profit, stagnation in the regular course of business within the Client's or third party's company, personal injury or immaterial damage.
3. The Contractor is never liable for any form of damage suffered by third parties. The Client indemnifies the Contractor against all claims from third parties. If the Contractor is sued by third parties, the Client is obliged to assist the Contractor both outside and in court. All costs and damage on the part of the Contractor and third parties are at the expense and risk of the Client.
4. The Contractor is never liable for damage suffered by the Client or third parties as a result of an act or omission of auxiliary persons or third parties engaged by the Contractor, even if they work for an organization affiliated with the Contractor. In such cases, the Client will only have to contact this assistant or third party engaged directly.
5. The Contractor is not liable for damage caused to the Client or third parties as a result of:
  - a. the provision of incorrect or incomplete data or information by the Client to the Contractor, or is otherwise the result of an act or omission by the Client;
  - b. failure to check the above-mentioned documents and data by the Client prior to delivery;
  - c. incompetent, incorrect or improper use of products supplied by the Contractor;
  - d. use of products supplied by the Contractor for purposes other than those for which they are intended;
  - e. a longer execution or delivery period than originally anticipated, regardless of the underlying cause;
  - f. defects in used products supplied by the Contractor;
  - g. necessary intervention by the Contractor during the performance of work that is unavoidable for the performance of the work as such;
  - h. errors or malfunctions in equipment or software used;
  - i. infringements of intellectual property rights, copyrights or privacy rights of third parties due to data or other information and documents provided by the Client;
  - j. failure to properly close the building, space or home by the Client or third parties;
  - k. disappointment or dissatisfaction suffered by the Client with regard to the chosen design or product.
6. The Contractor has the right at all times, if and to the extent possible, to undo or limit the Client's damage by repairing or improving the assignment.

7. A claim for compensation for damage must be submitted to the Contractor no later than 14 days after the Client has discovered the damage or could reasonably have discovered it, failing which the right to compensation will lapse.
8. If the Contractor makes a mistake that is apparent to the Client during the execution of the work, the Client is obliged to inform the Contractor thereof immediately after it has discovered or could have discovered the mistake. If it fails to report this error to the Contractor, the latter is not liable for the damage.
9. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managers or if mandatory legal provisions oppose this.

## **15. RETENTION OF TITLE**

1. The Contractor reserves ownership of all delivered and yet to be delivered products until the time at which the Client has fulfilled all his payment obligations to the Contractor.
2. The payment obligations referred to in paragraph 1 consist of paying the purchase price of the goods delivered and yet to be delivered, plus claims in respect of work performed that are related to the delivery and claims due to attributable failure on the part of the Client to fulfill his obligations. obligations including payment of damages, extrajudicial collection costs, interest and any fines.
3. Products subject to retention of title may not be resold by the Client.
4. As long as the delivered products are subject to retention of title, the Client is not entitled to pledge these goods in any way or to bring them into the actual control of a financier.
5. The Client is obliged to immediately inform the Contractor in writing if third parties claim to have ownership or other rights to the products subject to retention of title.
6. The Client is obliged to carefully store the goods subject to retention of title until the time at which it has fulfilled all its payment obligations to the Contractor and as identifiable property of the Contractor.
7. The Client must ensure that business insurance or home contents insurance is insured in such a way that the goods delivered under retention of title are at all times also insured and will grant the Contractor access to the insurance policy and the associated premium payment receipts at the Contractor's first request.
8. If the Client acts contrary to the provisions of this article or the Contractor invokes the retention of title, the Contractor is entitled, subject to mandatory legal provisions, to terminate the agreement without further notice of default by means of a written statement. This is without prejudice to the Contractor's right to compensation for damage, lost profit and interest.

## **16. RIGHT OF RETENTION**

9. The Contractor is authorized to suspend the delivery of the purchased or ordered products as well as the return of the Client's products that are under the Contractor's management for repair or repair if and as long as:
  - a. the Client does not pay the purchase costs of the products or the costs of the work in full or in full;

- b. the Client does not pay or does not pay in full the costs of previous work performed or products delivered by the Contractor;
- c. the Client does not or does not fully pay other claims arising from the contractual relationship with the Contractor.

10. The Contractor is never liable for any damage - of whatever nature - resulting from the right of retention it exercises.

## **17. INTELLECTUAL PROPERTY**

1. The Contractor reserves all rights with regard to products of the mind that it uses or has used in the context of the execution of the agreement with the Client, insofar as rights can exist or be established on those products in a legal sense.
2. The Client is expressly prohibited from selling those products, including but not limited to designs, advice, (model) contracts and other intellectual products, in the broadest sense of the word, to third parties, with or without the involvement of third parties. to provide, reproduce, make public or exploit other than for the purpose of obtaining an expert opinion regarding the Contractor's work. The agreement concluded between the parties does not include any transfer or obligation to transfer an intellectual property right from the Contractor to the Client.
3. The Client may never change, reproduce, disclose or exploit the intellectual property rights that the Contractor uses under license.
4. The Client guarantees that it is entitled to use the information and documents provided by the Client and indemnifies the Contractor against any claim from third parties based on violation of an intellectual property right.

## **18. VALIDITY AND CONTRACTUAL TERM**

The contractual relationship is subject to the jurisdiction of the Courts of Denia, which will resolve any complaints or disputes in connection with stays in our accommodation.