

1. Terms and Conditions

GENERAL TERMS AND CONDITIONS OF PAYMENT

Topvenues-London , hereinafter also referred to as the contractor is the legal holder of the following trade names: topvenues-london.co.uk, Topvenues-London

ARTICLE 1 APPLICABLE TERMS

These terms and conditions and the Intellectual Property Rights are applicable to all contracts and services of the private company topvenues-London.

1.1 Offering , soliciting or posting photos subject to copyright and intellectual portrait rights is not allowed.

1.2 Texts and / or photos of third parties may not be used without permission of the copyright holder .

1.3 It is not permitted to use in your advertisement protected names or logos of companies, other than the name of the company by which the object that you are advertising , was manufactured or produced .

1.4 Disclaimers are not allowed with regard to the authenticity or legality of the object that you are offering . Advertisers need to ensure that their photos are authentic before offering them. Then If you have any doubts about the authenticity of an object , do not offer it .

ARTICLE 2 FORMATION , AMENDMENT AND CANCELLATION NOTICE

2.1 The agreement exists after Topvenues-London have received from the client, a signed order

2.2 The order confirmation is deemed correct and complete , unless the customer objects in writing within eight days against the contract.

2.3 Changes to the specified advertisement will be freely adjusted by Topvenues-London. Topvenues-London is not liable for any inaccuracies in the ad . Topvenues-london reserves the right to refuse advertisements , without giving any reason

2.4 Cancellation of the contract is possible only within eight days from the date of the order confirmation, and only in written form . Costs already incurred by Topvenues-London relating to the performance of the contract must be paid in full.

Topvenues-London reserve the right to decide on the placement of the ad.

ARTICLE 3 OF PAYMENT

3.1 Payment shall be made within 10 days of the invoice date , by debit to our account .

3.2 From thirty days after the invoice date, default interest at the rate of 1 % per month or part of a month will be charged . If the statutory interest rate is higher than 12 % per year, the statutory interest will be charged. All costs , both judicial and extrajudicial , for which an order to collect is made shall be borne by the client; these costs are set at 15 % of the amount due , with a minimum of € 200.00 plus VAT .

3.3 Payments made by the client applied to settle all interest and costs will apply to the invoices which have been outstanding the longest , even if the client payment relates to a later invoice .

Topvenues-London reserves the right to amend one of its Internet products , in any manner whatsoever , to discontinue , or cancel , if payment is not made by the client .

ARTICLE 4 LIABILITY

4.1 The liability of Topvenues-London in case of improper performance of the contract is limited to the price charged to the customer for the advertising fee .

Topvenues-London accepts no responsibility for the contents of the specified client advertisements. Client indemnifies Topvenues-London against all claims by third parties declared by ad content . Goods supplied to Topvenues-London by client, or made available ,may not infringe on any patent , license, copyright , registered design or design , trade mark or trade name. After the implementation of the agreement the Client indemnifies Topvenues-London of all claims of this nature and will compensate for any damage caused .

4.3 The customer shall bear the risk of errors in the data submitted by the text and other data.

ARTICLE 5 AD CONTRACTS

5.1 Contracts run for a minimum period of 12 months from the date of order confirmation . Notice must be given at least two months before expiry of the advertising contract period of 12 months in writing.

5.2 Agreements are tacitly renewed for a period of one year.

5.3 The contract price may be increased by a percentage equal to the inflation rate in the previous year , plus a surcharge of up to 4% annually.

ARTICLE 6 COMPLAINTS

Any complaints will be accepted ,and only corrected if these reach Topvenues-London within fourteen days after the date of publication with precise details of the nature and basis of the complaint .

ARTICLE 7 PRICE CHANGES

The prices which Topvenues-London use include sales tax (VAT) . The prices can be increased by Topvenues-London if and to, no more than 5 % increase compared to the costs applicable at the time of order confirmation received by Topvenues-London.

ARTICLE 8 FORCE MAJEURE

In the case of force majeure Topvenues-London is entitled to suspend its obligations and if the force majeure lasts longer than three months , it is entitled to

terminate under the obligation of the parties to give what they have received , without in any way being liable for damages. Except by mutual agreement with the client to close the advert immediately.

Force majeure definitions shall include default of suppliers, extraordinary weather conditions, fire , environmental and natural disasters, government regulations that make work impossible, or inconvenience through strikes .

ARTICLE 9 PUBLICATION DATE

The specified release date is a true estimation however this is only an approximation of the actual release date . Although the publication date specified by Topvenues-London will be attempted Topvenues-London is not liable for the consequences of exceeding them . Such excess does not give the client the right to cancel or refuse payment; or obligation by Topvenues-London to pay any compensation to the client .

All requested Topvenues-London deadlines are indicative and not binding to Topvenues-London.

ARTICLE 10 RECHTERLIJ KE POWER

All agreements to which these conditions are declared applicable to British law . The application of the Vienna Sales Convention is excluded . All disputes arising out of ,or related to ,the agreements may be submitted to the competent court in London for settlement

ARTICLE 11 DIFFERENT CONDITIONS

In case the client uses these terms to the extent that they are inconsistent with the terms hereof, they shall not apply unless their applicability is expressly recognized by Topvenues-London.

2. Notice and takedown

E-mail onderstaande naar: info@web-effects.nl

“Ik, de ondergetekende, verklaar te goeder trouw dat:

- Ik de eigenaar ben van bepaalde intellectuele eigendomsrechten of een tussenpersoon die volledig geautoriseerd is om ten behoeve van de eigenaar te handelen ("IE eigenaar");*
- Ik te goeder trouw van oordeel ben dat de advertenties hieronder (aangeduid op advertentienummer) objecten of materialen bevatten die niet geautoriseerd zijn door de IE eigenaar, diens tussenpersoon of de wet en daarom de rechten van de IE eigenaar schenden;*
- Ik Web-Effects.nl en alle aan haar gelieerde ondernemingen vrijwaar voor iedere aanspraak van derden in verband met het verwijderen van de betreffende advertentie(s); en de informatie in deze melding en verklaring waar en correct is.”*

Onder vermelding van

*“Eigenaar intellectueel eigendom (naam, bedrijfsnaam): **

*E-mailadres eigenaar intellectueel eigendom: **

Adres eigenaar intellectueel eigendom:

Telefoon eigenaar intellectueel eigendom:

*Beschrijving van het probleem (incl. internetadres): * “*