

Blessed Day General Terms and Conditions

Article 1. Definitions 1.

In these general terms and conditions, the following terms are used in the following meanings, unless expressly stated otherwise.

1. Blessed Day refers to Hemelz, also trading as Blessed Day.
2. Client: the other party to Blessed Day, the customer.
3. Agreement: the agreement between the client and Blessed Day.

Article 2. Applicability

1. These general terms and conditions apply to all offers, quotations, and all agreements concluded and services performed by Blessed Day, as well as all other actions performed by Blessed Day.
2. By signing an agreement with Blessed Day, the client declares that they have read and agree to these general terms and conditions of Blessed Day.
3. All offers are non-binding, unless expressly stated otherwise in writing in the offer.
4. The applicability of any purchasing or other terms and conditions of the client is explicitly rejected. If any provision of these general terms and conditions is void or annulled, the remaining provisions of these general terms and conditions will remain in full force and effect, and Blessed Day and the client will consult with each other to agree on new provisions to replace the void or annulled provisions, whereby the purpose and intent of the void or annulled provision will be taken into account as much as possible.

Article 3. Offers and Quotations

1. The quotations made by Blessed Day are non-binding; they are valid for three months, unless otherwise indicated.
2. Blessed Day is only bound by the quotations if the client confirms their acceptance in writing and signed within three months, unless otherwise indicated.
3. Amendments to the original agreement between the client and Blessed Day are only valid from the moment these amendments are accepted by both parties through a supplementary or amended agreement.
4. A composite quotation does not obligate Blessed Day to perform part of the assignment for a corresponding portion of the quoted price.
5. Offers or quotations do not automatically apply to future assignments.

Article 4. Prices, Invoicing, and Payments

1. In the event of an agreement stipulating periodic payments by the Client, Blessed Day is entitled to adjust the applicable prices and rates by giving at least three months' written notice.
2. Rate changes may occur if the content of the assignment changes, if the assignment is extended, or if laws and regulations applicable to Blessed Day change.
3. The website is considered complete one month after invoicing, and further changes to the website will no longer be made free of charge.
4. Payment of the invoice amount must be made no later than 15 days after the invoice date, in the manner specified by Blessed Day and in the currency in which the invoice is issued. Objections to the invoice amount do not suspend the payment obligation.
5. All costs associated with the payment, including exchange and bank charges, are borne by the client.
6. The signatory to a quote is jointly and severally liable with the client, whether a natural person or legal entity, in whose name and on whose behalf they act, in the event of abuse of power, as well as in the absence of full identification of that client. The agreement between the parties is considered concluded from the moment the client signs the quote.
7. If the Client fails to pay the amounts due within the agreed period, reminder fees will be charged. These reminder fees amount to €15. If the Client fails to pay the claim after notice of default, the claim may be passed on to a debt collection agency, in which case the Client will be obligated to pay the full amount due, as well as the total amount then due, and to pay all extrajudicial and judicial costs.

Article 5. Client Obligations

1. The client is responsible for the timely delivery of the materials.
2. Blessed Day may use the client's website for promotional purposes and/or publicity, unless otherwise agreed.

Article 6. Execution of the agreement

1. Blessed Day will make every effort to perform the services with care, where applicable, in accordance with the written agreements made with the Client.
2. If the agreement has been entered into with the intention of performance by a specific person, Blessed Day will always be entitled to replace this person with one or more other persons with the same qualifications.
3. The Client shall ensure that all information that Blessed Day indicates is necessary, or that the client reasonably should understand is necessary, for the performance of the agreement is provided to Blessed Day in a timely manner. If the information required for the performance of the agreement is not provided to Blessed Day in a timely manner, Blessed Day has the right to suspend the performance of the agreement and/or charge the client for any additional costs resulting from the delay.
4. Blessed Day is not liable for damages of any nature whatsoever resulting from the user's reliance on incorrect and/or incomplete information provided by the client, unless Blessed Day should have been aware of this inaccuracy or incompleteness.
5. Blessed Day will deliver the website or online marketing services within the timeframe specified in the quotation, unless otherwise agreed during the execution. By signing the quotation, the Client agrees to cooperate in this process. If the Client fails to do so, the total amount will be invoiced in full after the delivery period has expired.

6. If Blessed Day or third parties engaged by Blessed Day perform work at the Client's location or a location designated by the Client as part of the assignment, the Client will provide the facilities reasonably required by those employees free of charge.
7. The Client indemnifies Blessed Day against any claims from third parties who suffer damages attributable to the Client in connection with the performance of the agreement.

Article 7. Changes and additional work

1. If, at the request or with the prior consent of the client, Blessed Day has performed work or other services that fall outside the scope of the agreed-upon services and products, the client will reimburse Blessed Day for these services or services at Blessed Day's standard rates. However, Blessed Day is not obligated to comply with such a request and may require a separate written agreement for this purpose.
2. If a fixed price has been agreed for the services and products and the parties intend to enter into a separate agreement for additional work or services, Blessed Day will inform the client in writing in advance of the financial consequences of such additional work or services.
3. In the case of a (web) design assignment: after approval of the quotation and approval of the initial design draft, changes to the design cannot be made free of charge.
4. Rate changes may occur if the content of the assignment changes, if the assignment is extended, or if laws and regulations applicable to Blessed Day change.

Article 8. Duration and termination

1. After the minimum term has expired, the agreement can be terminated in writing at any time, subject to a notice period of three months.
2. Blessed Day may immediately terminate an agreement with the client if the client fails to comply, improperly, or incompletely with the agreement(s) concluded with Blessed Day, including the associated terms and conditions.
3. Blessed Day reserves the right to temporarily or completely suspend delivered products and services and/or limit their use if the client fails to comply with the agreement and obligations towards Blessed Day or acts in violation of these terms and conditions. Blessed Day will notify the client of this in advance, unless this cannot reasonably be expected of Blessed Day. The obligation to pay the amounts due remains in effect during the suspension.

Article 9. Copyright

1. All goods provided to Blessed Day will be returned to the Client upon the Client's request.
2. All websites and promotional materials developed by Blessed Day may be used by Blessed Day for its own promotional purposes, unless otherwise agreed in writing with the Client.

Article 10. Liability and indemnity

1. Blessed Day and any persons working on the assignment to execute the agreement cannot be held liable by the client for any damage of any nature whatsoever, including business interruption and other consequential damage suffered by anyone, arising from or in connection with products or services supplied or made available by us, unless such damage is attributable to intent or gross negligence.
2. Blessed Day's liability will always be limited to the amount invoiced or yet to be invoiced to the client.

Article 11. Force Majeure

1. In the event of force majeure, Blessed Day is entitled to consider the agreement dissolved, without judicial intervention and without being obligated to pay compensation.
2. Force majeure in fulfilling our obligations includes any external cause that cannot be attributed to us and that prevents fulfillment of the agreement, or hinders or impedes it so severely that fulfillment cannot reasonably be expected of us.
3. Blessed Day is not liable for the consequences of events at a hosting provider, domain name registrar, or other parties over which Blessed Day has no control.

Article 12. Miscellaneous provisions

1. Should any provision of these terms and conditions be deemed inapplicable by the competent court, or contrary to public policy or the law, only the provision in question will be deemed unwritten, and the parties will replace it with one or more provisions that most closely reflect the conflicting provision(s). These terms and conditions will otherwise remain fully in force.
2. Dutch law applies to all offers and agreements concluded with me.
3. Blessed Day may amend and supplement these terms and conditions at any time without prior notice or explanation. Amendments also apply to existing agreements, subject to a period of 30 days after publication of the amendments on the website. If the client does not wish to accept a change to these terms and conditions, they may terminate the agreement. However, this does not release the client from their obligation to pay for services already provided.
4. Blessed Day reserves the right to temporarily disable delivered products and services, such as the website or parts thereof, if maintenance work is necessary.

Article 13. Third parties

1. Blessed Day is not liable for price changes implemented by hosting providers or third parties. These prices are implemented by Blessed Day without prior notice.
2. Blessed Day is not liable for the consequences of registering (with personal data) a domain name and hosting with a hosting provider and/or domain name registrar.
3. Blessed Day is not liable for the texts or images posted on the client's website.

Article 14. Retention of title

1. The client is and remains the owner of all passwords and other documents obtained relating to the website, domain name, and hosting. This information will not be shared with third parties without the client's express prior consent.
2. The website restructured by Blessed Day is and remains the property of the client after payment of the agreed-upon fee.
3. Scripts and programs developed by Blessed Day or others used in and/or in the creation of the website remain the property of Blessed Day.

Article 15. Privacy provisions

1. Your personal data will not be shared with third parties without your express prior consent.
2. Your personal information, submitted documents, and visual and audio material remain confidential.
3. Blessed Day will never share information such as name, address, email address, telephone number, etc. with third parties without your express prior consent.
4. The Client expressly authorises Blessed Day to provide the Client's personal data required for purchases made on behalf of or necessary for the Client.

Article 16. Liabilities regarding construction websites

1. Because the themes and plugins used by Blessed Day are usually built by third parties, Blessed Day is not liable for updates or incorrect basic settings in this software/code. Blessed Day will, however, carefully consider whether the plugin or theme was created by a reliable third party, based on the use by other parties and/or a trial period.
2. Blessed Day is not liable for changes made by the hosting provider to its packages. While Blessed Day may recommend a hosting provider, it is not responsible for changes a hosting provider must implement to improve its services. These improvements, such as PHP version updates, may impact the websites running on their servers. These impacts can be resolved by Blessed Day, but will not be free of charge; they are not included in the website development process.
3. Custom-built components of your website, even if placed in a child theme or Snippet plugin, may cause problems with updates to the basic theme builders. Blessed Day's maintenance package excludes custom components that may no longer function due to radical changes to the base theme. Blessed Day will notify you when significant customisations are added to your website.
4. Blessed Day is not liable if your website is hacked. This can depend on many factors, such as poor passwords, a hosting provider using a less secure server, or even force majeure due to being blacklisted.