

General Terms and Conditions

Perfect Home Spain

These general terms and conditions apply to all services of Perfect Home Spain.

Chapter 1. Definitions

The following definitions are used in these General Terms and Conditions:

Services: All services performed by Perfect Home Spain on the basis of the Agreement concluded between Perfect Home Spain and the Client.

Property: The building, plot, furniture, textiles, or installation to which the services relate.

Client: The natural person or legal entity with whom Perfect Home Spain enters into an agreement to which these conditions apply.

Contractor: Perfect Home Spain

Agreement: The agreement between Perfect Home Spain and the Client, of which these conditions form part.

Personnel: All (auxiliary) persons, employed by or on behalf of Perfect Home Spain, who are involved in the execution of the agreed work.

Keys: Keys, key cards, remote controls, and other means that allow access to a property.

Rate: The compensation that the Client owes Perfect Home Spain for the agreed services.

Chapter 2. General provisions

Article 1: Applicability

1.1 These general terms and conditions apply to every offer, quotation and Agreement between Perfect Home Spain (hereinafter: "Contractor") and the Client, unless otherwise agreed in writing by the parties or specific provisions in other parts of these terms and conditions apply. These conditions also apply to all stages

preceding the conclusion of an Agreement and to the services and work carried out by Perfect Home Spain before the conclusion of the Agreement. Agreement is formally closed.

1.2 Perfect Home Spain reserves the right to adapt and/or change these general terms and conditions at any time. Any changes will be communicated to the Client in writing and will take effect from the moment of publication, unless otherwise stated.

1.3 Perfect Home Spain is not bound by any general terms and conditions that have been declared applicable by the Client, unless they have been expressly accepted in writing by Perfect Home Spain. If the Client declares his own general terms and conditions applicable to orders and/or Agreements, these are expressly rejected and the general terms and conditions of Perfect Home Spain take precedence, unless otherwise agreed in writing.

1.4 If one or more provisions in these general terms and conditions are declared null and void or annulled, the other provisions will remain in full force. In place of the void or annulled provisions, provisions will apply that are as close as possible to the purpose and scope of the original provisions.

1.5 To the extent that Perfect Home Spain provides third party equipment, software, or services to the Client supplies, the terms and conditions of those third parties apply to this equipment, software, or services. Deviating provisions in these general terms and conditions are hereby excluded. The Client accepts the terms and conditions of third parties. These conditions are available free of charge upon request from Perfect Home Spain. If the terms and conditions of third parties are declared not applicable for whatever reason, the provisions of the general terms and conditions of Perfect Home Spain will remain fully applicable.

Establishment agreement

Article 2: Offers and Quotations

2.1 All offers and quotations from Perfect Home Spain are without obligation, unless expressly stated otherwise in writing in the quotation. Perfect Home Spain is only bound to an offer or quotation if the Client accepts this in writing within the period stated in the quotation. In the absence of an acceptance period, the offer or quotation will expire 14 days after the date of issue. No rights can be derived from information, images, specifications or other documents provided by Perfect Home Spain, unless this has been explicitly agreed in writing.

2.2 Perfect Home Spain reserves the right to conduct a credit check on the Client before entering into a final agreement. If the creditworthiness investigation is negative, Perfect Home Spain can withdraw the offer or quotation.

2.3 In the case of composite quotations, where multiple services are offered, Perfect Home Spain is not obliged to partially supply the services for a corresponding part of the price, unless expressly agreed otherwise.

2.4 An Agreement between Perfect Home Spain and the Client is concluded by the written acceptance of the quotation within the specified period by the Client, or as soon as Perfect Home Spain has given written confirmation of the order.

Article 3: Changes to the terms and conditions

3.1 Perfect Home Spain reserves the right to unilaterally change or supplement these general terms and conditions at any time. Changes also apply to agreements already concluded, unless otherwise agreed in writing.

3.2 Changes to the general terms and conditions will be communicated to the Client in writing and will take effect on the date indicated in the notification. If no date is stated, the changes will take effect on the date the notification is sent.

3.3 If the Client does not accept the amended terms and conditions, he has the right to terminate the agreement in writing within 30 days of receipt of the notification, unless the amendment has no material consequences for the rights and obligations of the Client.

3.4 To the extent that Perfect Home Spain provides third party equipment, software, or services to the Client delivers, the terms and conditions of those third parties apply to this delivery. In the event of a change to these conditions, the Client will be informed of this as soon as possible.

3.5 These changes apply to all services provided by Perfect Home Spain, regardless of the specific nature of the services, such as cleaning, rental service, or key management. Perfect Home Spain will make every effort to communicate changes that materially affect the service in a timely and clear manner Client.

Article 4: Entry into force and Registration

4.1 These general terms and conditions come into effect on the date of signature by the Client or on another date agreed in writing between Perfect Home Spain and the Client. Failing this, the date of publication of these conditions will be taken as the date of entry into force by Perfect Home Spain.

4.2 Deposit and availability: These general terms and conditions have been deposited by the Chamber of Commerce and are available free of charge upon

request from Perfect Home Spain. The Client can request a copy of the general terms and conditions from Perfect Home Spain.

4.3 Registration Number and Reference: All references to these general terms and conditions in correspondence and communications will use the registration number of Perfect Home Spain with the Chamber of Commerce to ensure authenticity and validity.

Article 5: Creditworthiness and Guarantee

5.1 Perfect Home Spain reserves the right to test the creditworthiness of the client before or during the agreement. If there is any doubt about the creditworthiness or payment capacity of the Client, Perfect Home Spain may request additional securities, such as a deposit or bank guarantee. If the Client does not meet this requirement within the set period, Perfect Home Spain reserves the right to suspend the provision of services or terminate the agreement, without being liable for damage to the Client.

5.2 If Perfect Home Spain incurs costs for carrying out a creditworthiness test or other measures that have been agreed, these costs can be passed on to the Client, provided this has been communicated in writing in advance.

Execution of services

ARTICLE 6: Keyholding

6.1 Services description and Applicability: Perfect Home Spain offers key management in different packages.

One-off service: the client purchases this service and pays the indicated rate once.

Monthly service: Client takes this service and pays the indicated rate monthly with a minimum duration of 12 months.

Twice a month service: client takes this service and pays the monthly rate with a minimum duration of 6 months.

Weekly service: client takes this service and pays the monthly rate with a minimum duration of 6 months.

The rates are listed at <https://www.perfecthome-spain.com/service>

6.2 Perfect Home Spain stores your (spare) key in a locked safe.

6.3 Inspection report: In the inspection report, Perfect Home Spain will inspect the points mentioned on the website under the Service Content column. This report may provide advice on carrying out repairs or other work. The choice and responsibility lies with the Client as to whether this should be carried out.

6.4 Responsibilities of the Client: The client is responsible for issuing keys and/or alarm codes of the Property.

6.5 Planning Inspection: Perfect Home Spain schedules the inspections and will inform the customer by email or Whats App. If the inspection date is not convenient for the client, the client can indicate this by responding to the email or WhatsApp.

6.6 Storage and Use of Data: Perfect Home Spain has the right to digitally store the data provided by the Client. Any changes to this data must be communicated in writing by the Client, after which Perfect Home will process these changes. At the request of the Client, Perfect Home Spain can provide an up-to-date overview of the data registered in the database.

6.7 Liability and Responsibilities: Perfect Home Spain is not liable for loss, theft, or damage to the client's property, unless there is intent or gross negligence on the part of Perfect Home Spain. The client is responsible for the condition of the Property, access to the Property and providing clear instructions regarding specific circumstances.

ARTICLE 7: Storm Inspection

7.1 Services description and Applicability: Perfect Home Spain offers Inspections after a heavy storm. This service is included when purchasing the services referred to in Article 6.1, with the exception of the one-off service.

7.2 Content of the service: the next day after a storm, Perfect Home Spain will carry out a general inspection to check for storm damage. Perfect Home Spain sends the client a report and communicates any recommended actions.

7.3 Liability and Responsibilities: Perfect Home Spain is not responsible for the (consequential) damage of storms that are (not) seen during inspection. The responsibility here lies with the client.

ARTICLE 8: Cleaning and textile service

8.1 Services Description and Applicability: The cleaning and textile service means that we arrange the cleaning, bed making and bed linen in your Property.

8.2 Availability: The client must inform Perfect Home Spain in a timely manner with a minimum of 48 hours. The cleaning and textile services can only be purchased if the client purchases the keyholding service. The Textile Service is required to take over 1 or 2 person bed linen from the cleaning service. Other Textile services mentioned are a choice.

8.3 Costs of the service: the rates are made up of the agreed cleaning price and the bed linen rate times the number of beds. Guidelines for rates see: <https://www.perfecthome-spain.com/service>

8.4 Management of bed linen: Perfect Home Spain has no stock of bed linen or other textiles. The client is responsible for having at least 3 sets of bed linen per (double) bed. Perfect Home Spain keeps these bed linen in-house and indicates in a timely manner when the client needs to replace a set.

8.5 Management of other textiles: if the client chooses to offer an extra service such as a towel set, the client is responsible for ensuring that there is a minimum stock of 2 sets in Perfect Home Spain's stock. Perfect Home Spain keeps these towels, beach towels and/or tea towels in-house and indicates in good time when the client needs to replace a set.

8.6 Washing Textiles: Perfect Home Spain ensures that the textiles are washed on time and with care by Perfect Home Spain or third parties.

8.7 Liability and Responsibilities: Perfect Home Spain is not liable for loss, theft, or damage to property of the client, unless there is intent or gross negligence by the staff. The client is responsible for the condition of the properties, access to the site, and providing clear instructions about specific circumstances.

ARTICLE 9: Rental service

9.1 Service Description and Applicability:

Perfect Home Spain receives the Guests and provides any necessary instructions regarding the Property. Subsequently, Perfect Home Spain remains available to the Guests within the indicated opening hours for contact or, in case of emergencies, outside working hours. Additionally, Perfect Home Spain is open to arranging extra services for the Guests at the agreed rates with the Guests.

9.2 Fee Structure:

The rental service fee consists of the agreed commission and the commission of rental organizations on the nightly rate. Example: Total price paid by the guest - (cleaning costs, bed linen, extra options, etc.) = nightly rate.

9.3 Responsibilities of the Client:

The Client is responsible for granting access to the Property for Guests, Perfect Home Spain, and any third-party entities engaged in the service. The Client must provide three keys to the Property. The Client agrees to subscribe to the service for

one year. This requirement may be waived in consultation with Perfect Home Spain or in the event of the sale of the Property.

9.4 Limitation of Liability:

Perfect Home Spain is not liable for damages, losses, burglary, vandalism, or other incidents arising from renting out the Property to third parties. Any damages caused by third parties must be claimed by the Client from those third parties (Guests).

9.5 Damages Caused by Guests:

Perfect Home Spain will withhold the security deposit charged to the Guests to cover any damages. Any damages will always be reported to the Client. If the damage costs exceed the security deposit, the costs must be recovered by the Client from the Guests. Perfect Home Spain only provides support in this process.

9.6 Insurance:

The Client is required to have adequate insurance coverage against damages or theft resulting from rentals.

9.7 Payment:

Perfect Home Spain pays the Client quarterly unless otherwise agreed. All costs, including commissions (from third parties) and cleaning fees, are deducted before payment.

9.8 Personal Use by the Client:

Personal use of the Property by the Client is allowed, provided this is agreed upon in advance. The Client is not required to pay a commission. However, in consultation with the Client, Perfect Home Spain may charge cleaning fees to prepare the Property for rental again, based on the applicable cleaning rates.

9.9 Liability of Perfect Home Spain:

Perfect Home Spain is in no way liable for nights that are not rented. Perfect Home Spain cannot guarantee that the Property will be rented out.

9.10 Long-Term Rental of the Property:

Long-term rental of the Property is only possible in consultation with the Client.

ARTICLE 10: QR Information Card

10.1 Services description and Applicability: QR information card is a service in which Perfect Home Spain creates a specialized information card containing, for example, information about the area, information about the property, contact details or other information that can be shared with guests.

10.2 Structure of the rates: the rates are based on the agreed price. Guidelines for rates see: <https://www.perfecthome-spain.com/service>
Costs may be charged for later adjustments to the information card.

10.3 After purchasing the service: the information card remains in the possession of Perfect Home Spain. Perfect Home Spain will share the information card and PDF file with the client. When the client agrees, the sign is placed in the client's property.

10.4 changes: If the client does not agree and indicates a change, this will be changed free of charge by a maximum of three times. Perfect Home Spain can then charge costs to the Client.

10.5 Responsibilities of the Client: The client is responsible for providing the correct information about electrical appliances or instructions for use so that Perfect Home Spain can incorporate this into the information board and the PDF. It is not permitted to make adjustments to the information board or PDF file without written permission from Perfect Home Spain.

10.6 Liability in case of damage: if the information card needs to be replaced due to damage by the client or third parties, Perfect Home Spain may recover the costs of replacing the sign from the Client.

10.7 Liability: The Client agrees that no rights can be derived from the content of the information card.

10.8 Termination of the service: When the Client terminates the service, the Client is responsible for returning the information card within two weeks. Fees may be charged if the sign is not returned. Perfect Home Spain will delete the PDF file within one month.

ARTICLE 11: Swimming pool cleaning service

11.1 Services description and Applicability: Swimming pool cleaning service means that Perfect Home Spain checks the quality of the water, cleans the filters, and keeps the swimming pool clean.

11.2 Structure of the rates: the rates are composed of the agreed price. Guidelines for rates see: <https://www.perfecthome-spain.com/service>

11.3 After the service has been completed: Perfect Home Spain will come to the agreed number of times per month to clean the swimming pool. Perfect Home Spain will take rental periods into account and try to plan this for the arrival date of Guests.

11.4 Responsibilities of the Client: The Client is responsible for giving Perfect Home Spain access to the swimming pool and pump installation. The Client must provide correct information about the operation of the pump installation.

Liability and Responsibilities: Perfect Home Spain is not liable for loss, theft, or damage to the client's swimming pool or pump installation, unless there is intent or gross negligence on the part of Perfect Home Spain. The client is responsible for the condition of the swimming pool and the pump installation, access to the swimming pool and pump installation and providing clear instructions about specific circumstances.

ARTICLE 12: Other services

Other services: other services are services that Perfect Home Spain performs for the client at an agreed rate per hour or service.

Obligations of the client

ARTICLE 13: Obligations of the client

13.1 General Responsibilities: The client is responsible for the timely and complete delivery of all necessary information, materials, equipment and facilities necessary for the performance of the agreed services by Perfect Home Spain. If the client fails to fulfill these obligations in a timely manner, Perfect Home Spain reserves the right to suspend the execution of the agreement and charge additional costs based on usual rates. This also applies to costs that arise because Perfect Home Spain itself has to obtain the necessary resources due to the client's default.

13.2 Contact details and Alert addresses: The client must ensure that current and complete contact details of third parties are provided, which are necessary for the performance of the services. If this information is not available or accessible, Perfect Home Spain has the right to charge additional costs for carrying out additional actions.

13.4 Force majeure at the Client: In the event of force majeure at the client, such as unforeseen circumstances that prevent the execution of the agreement, Perfect

Home Spain can temporarily suspend the agreement. This includes situations such as extreme weather conditions or a lack of necessary information, materials or access to be provided by the client.

13.5 Changes and Working Conditions: The client is obliged to inform Perfect Home Spain of changes relating to the data provided by him or to the working conditions, which may affect the performance of the services. The client will further offer Perfect Home Spain the opportunity to perform the services under the legal safety requirements and other applicable regulations.

Use of third parties

ARTICLE 14: Use of third parties

14.1 Deployment of Third Parties by Perfect Home Spain: Perfect Home Spain has the right, if necessary for the performance of the agreed services, to outsource certain tasks in whole or in part to third parties. This applies, for example, to specialized services that fall outside the standard services of Perfect Home Spain, but which are essential for the full execution of the service for the client.

14.2 Due care when using Third Parties: Perfect Home Spain will always exercise due care when engaging third parties. This means that only third parties with the necessary expertise and experience will be engaged. The client will only be informed of these third parties if this affects the performance of the services or if this is explicitly agreed in the agreement.

14.3 Responsibilities when using third parties: When third parties are deployed, the obligations and responsibilities of Perfect Home Spain towards the client remain unaffected. Perfect Home Spain remains responsible for the overall implementation of the agreed security services and the correct coordination with the third parties involved.

14.4 Liability when Using Third Parties: Perfect Home Spain is not liable for errors or shortcomings in the services provided by third parties, unless they arise from negligence or intent on the part of Perfect Home Spain itself. In the event that third parties cause damage or fail, the client must immediately contact these third parties, and not Perfect Home Spain, for any claim or compensation for damage.

14.5 Liability Transfer: If Perfect Home Spain engages a third party to carry out a specific task, the right to liability for any errors or damage relating to that task will lie solely with the third party, to the extent that this third party can become liable stated.

14.6 Coordination of Deployment of Third Parties: Perfect Home Spain will inform the client in advance about the involvement of third parties and coordinate all relevant

conditions regarding their deployment and responsibilities with the client, so that no misunderstandings arise about the division of responsibilities and liabilities.

Working conditions and safety

ARTICLE 15: Working conditions and safety

15.1 General Responsibilities: The client is obliged to provide Perfect Home Spain with a safe working environment that meets the legally established safety standards. This includes providing access to the site and providing necessary facilities, such as water, heating, lighting, power, toilet facilities, and fire-fighting equipment. The client must also ensure that the staff of Perfect Home Spain does not suffer any damage during the performance of the services, by taking safety measures and mitigating risks. The client must inform Perfect Home Spain in a timely manner about dangers or risky situations that could affect the safety of the staff.

15.2 Access and Facilities: The client is obliged to give Perfect Home Spain full and unhindered access to the required working environment, including the grounds and facilities of the Property. In the event of nuisance or unjustified restriction of access to the location, Perfect Home Spain is not liable for any delays or damage resulting from this. The client is responsible for providing the correct information necessary for the safe performance of the services, and for solving problems that arise due to the lack of these resources.

15.3 Suspension for Unsafe Working Conditions: In cases where the client fails to take the necessary safety measures, Perfect Home Spain may suspend the performance of the services until the situation is resolved. Perfect Home Spain is not responsible for damage resulting from the client's failure to comply with the agreed safety regulations.

15.4 Responsibility for Unsafe Situations: If there are dangerous situations, such as an emergency on location, it is the client's responsibility to intervene quickly and take the correct action. Perfect Home Spain cannot be held liable for any damage resulting from unsafe situations that arise due to negligence on the part of the client in taking the necessary precautions.

15.5 Liability in case of Incidents: In the event of incidents on location, such as damage, injury or loss resulting from an unsafe working environment or incorrect safety measures, the client can be held liable by Perfect Home Spain for the damage that occurs. The client is responsible for preventing these incidents by taking the necessary safety measures in a timely manner and adequately informing Perfect Home Spain about dangers on location.

Key management and responsibility

ARTICLE 16: Key management and responsibility

16.1 Key management: Perfect Home Spain has the responsibility to manage the keys provided by the client to Perfect Home Spain in a safe and careful manner. The client must ensure that the keys handed over to Perfect Home Spain for the performance of the services are identified and registered completely and in a timely manner.

16.2 Liability with Key Management: Perfect Home Spain is not responsible for the consequences of defects or malfunctions in the key systems or installations that arise during the term of the agreement, unless these defects are directly the result of an error in the services of Perfect Home Spain . All problems with keys or access systems must be resolved by the client in the first instance.

16.3 Return of Keys upon Termination: Upon termination of the agreement, the client is obliged to collect the keys from Perfect Home Spain within two months. If the keys are not returned within this period due to negligence on the part of the client, Perfect Home Spain has the right to destroy the keys, unless otherwise agreed. The costs for retrieving or re-issuing keys will be charged to the client.

16.4 Liability for Misuse: Perfect Home Spain cannot be held liable in any way for damage resulting from incorrect use of the keys by the client or his staff. The client indemnifies Perfect Home Spain against all claims from third parties arising from loss or misuse of keys handed over to Perfect Home Spain.

Changes in services

ARTICLE 17: Changes in services

17.1 Change of Services: Perfect Home Spain reserves the right to change the scope or nature of the services at any time, provided that the client is notified in writing in a timely manner. These changes may result from changed legislation or regulations, technical developments, or operational requirements. Perfect Home Spain will inform the client as soon as possible about such changes, whereby Perfect Home Spain strives for minimal disruption to the service.

17.2 Cost changes to Services: If the change in services leads to substantial changes in costs, Perfect Home Spain undertakes to inform the client of this in advance. In the event of changes that have a significant impact on the performance of the agreement, the client has the right to reconsider or terminate the agreement within a reasonable period, taking into account the contractual provisions on termination.

17.3 Termination in the event of Unacceptable Changes: In the event of changes in the services that are unacceptable to the client, the client may terminate the agreement, provided this is communicated in writing within thirty (30) days after notification of the change. In that case, Perfect Home Spain is obliged to reimburse the services already provided based on the agreed rates, and Perfect Home Spain is not liable for damage resulting from the modification or termination of the agreement.

17.4 Suspension in the event of Force Majeure: Perfect Home Spain may at any time temporarily suspend the performance of the services, for example in the event of force majeure or technical malfunctions that hinder the performance of the services. Any consequences of suspension, such as delays or temporary reduction of services, will be discussed with the client and, if necessary, confirmed in writing.

Duration and termination of the agreement

ARTICLE 18: Duration of the agreement

18.1 Duration of the Agreement: The agreement between Perfect Home Spain and the client is entered into for the duration as determined in the individual agreement. This can be for a specific or indefinite period of time.

18.2 Extension of Agreement: A fixed-term agreement is deemed to be extended for the same duration after the agreed period, unless one of the parties has indicated in writing no later than three months before the end of the period that it does not wish to extend the agreement. In that case, the agreement ends on the agreed date without further obligations on the part of both parties.

18.3 Termination for an Indefinite Period: An agreement for an indefinite period can be terminated by either party at any time, subject to a notice period of 1 month. The cancellation must be made in writing, preferably by registered letter, and will take effect at the end of the following month in which the cancellation is made, unless otherwise agreed in writing.

18.4 Immediate Termination in the event of Bankruptcy or Moratorium: Perfect Home Spain has the right to terminate the agreement immediately without owing any compensation to the client if the client is declared bankrupt, applies for a moratorium on payments, or a liquidation procedure is initiated. Perfect Home Spain can also terminate the agreement if the client's assets are frozen by a judicial seizure or if the client actually ceases its business activities.

18.5 Termination due to Changes in Legislation: If changes in legislation or regulations occur during the term of the agreement that affect the service, Perfect Home Spain may revise or terminate the agreement. Changes that increase costs can be passed on to the client by Perfect Home Spain, unless otherwise agreed.

18.6 Termination by Client: The client can terminate the agreement at the end of a contract year, with a notice period of one month, unless otherwise agreed. Upon termination, the client is not entitled to a refund of monies already paid. Any outstanding payments become immediately due and payable on the end date of the agreement.

18.7 Automatic Renewal: If no written notice has been given, the agreement will be automatically extended for one month, taking into account the agreed price and conditions, unless otherwise stated.

Termination, dissolution and transfer of rights and obligations

ARTICLE 19: Termination, dissolution and transfer of rights and obligations

19.1 Termination: The agreement between Perfect Home Spain and the client can be terminated by either party at any time, subject to the notice period as agreed in the agreement. Termination can take place in writing, by registered letter, or via other agreed means of communication. If the agreement has been concluded for a specific period, the agreement can only be terminated by written notice before the end of the agreed period, unless otherwise stated.

19.2 Dissolution in the event of non-compliance: Perfect Home Spain has the right to terminate the agreement with immediate effect without owing any compensation if the client fails to fulfill essential obligations under the agreement, such as failure to pay amounts due on time, failure to comply with agreements regarding access to Properties or failure to meet the requirements for the performance of services. Upon

termination of the agreement, the client is obliged to immediately pay all outstanding obligations, including payments for services already provided.

19.3 Termination in the event of Bankruptcy: Perfect Home Spain has the right to terminate the agreement immediately, without any compensation to the client, if the client is declared bankrupt, applies for a suspension of payments, or is otherwise unable to fulfill its obligations. Perfect Home Spain can also terminate the agreement if the client actually ceases its business activities or if a situation arises that makes it impossible for Perfect Home Spain to properly execute the agreement, such as a judicial seizure of the client's property or incorrect information about the condition of the Property.

19.4 Termination for Incomplete Compliance: If the client does not properly comply with the conditions for the execution of the agreement, Perfect Home Spain reserves the right to terminate the agreement, which cannot be considered as a termination. In the event of dissolution, the client is not entitled to any compensation, unless otherwise agreed in writing.

19.5 Transfer of Rights and Obligations: With regard to the transfer of rights and obligations, the client is not permitted to transfer rights and obligations under this agreement to third parties without written permission from Perfect Home Spain. Perfect Home Spain has the right to transfer the rights and obligations under this agreement to a third party, provided that the client is informed of this in a timely manner.

19.6 Termination of the Agreement by Transfer: If the client cannot or does not want to transfer his rights and obligations and Perfect Home Spain agrees to the termination of the agreement, Perfect Home Spain may choose to terminate the agreement at the end of the current period of agreed service, taking into account the agreed notice period.

19.7 Payment obligations upon Termination: In the event of termination, dissolution or cancellation of the agreement, the client remains responsible for paying all amounts due up to the date of termination or dissolution, including any costs arising from the termination, such as administrative costs or terminating subscriptions.

19.8 Discontinuation in the event of Conflicts: Perfect Home Spain reserves the right to temporarily or permanently discontinue the provision of security services if a conflict arises between Perfect Home Spain and the client that hinders the normal execution of the agreement. Perfect Home Spain will inform the client in writing of the situation and the immediate termination of services, if necessary. The right to discontinue the services applies without Perfect Home Spain being liable for damage or loss to the client as a result of the termination, unless otherwise agreed in the agreement.

Liability and force majeure

ARTICLE 20: Liability of Perfect Home Spain

20.1 Limited Liability: Perfect Home Spain's liability for damage suffered by the client is limited as determined in this article. Perfect Home Spain is only liable to the client for direct damage resulting from intent or deliberate recklessness on the part of Perfect Home Spain. Liability is limited to the amount stated on the invoice per event.

20.2 Delivery of Services: With regard to the delivery of services, Perfect Home Spain is only obliged to repair the defect in the delivered goods on the basis of the warranty. Perfect Home Spain is not liable for damage resulting from a lack of services.

20.3 Damage repair: The client must give Perfect Home Spain the opportunity to repair damage caused by Perfect Home Spain to the client's property itself, before the client can claim the repair itself.

20.4 Indirect Damage: Liability of Perfect Home Spain for indirect or consequential damage suffered by the client, such as lost profit, lost turnover, damage due to business stagnation, damage to Property and missed savings, is excluded.

20.5 Key management: For damage resulting from the loss of keys entrusted to Perfect Home Spain under the agreement, liability is limited to an amount of the agreed costs to replace the key and/or lock.

20.6 Incorrect Data: Perfect Home Spain is not liable for the consequences of incorrect data provided by or on behalf of the client.

20.7 Terrorism and War: Perfect Home Spain is under no circumstances liable for events causing damage as a result of terrorist attacks and/or war situations.

20.8 Complaints and Terms: The client must inform Perfect Home Spain in writing as soon as possible of any complaint regarding a delivery, but in any case within seven (7) days after the complaint was noted.

ARTICLE 21: Indemnification and force majeure

21.1 Indemnification by the Client: The client indemnifies Perfect Home Spain against all claims from third parties arising from actions or negligence of the client.

21.2 Force majeure: In the event of force majeure, Perfect Home Spain is not liable for failure to fulfill any obligations under the agreement. Force majeure means: all unforeseen circumstances beyond the control of Perfect Home Spain that temporarily or permanently prevent the performance of the services.

21.3 Suspension in the event of Force Majeure: Perfect Home Spain has the right to suspend the performance of the services or terminate the agreement if the force majeure situation continues for more than two months.

Privacy and data protection

ARTICLE 22: Privacy statement

22.1 Privacy statement: Perfect Home Spain attaches great importance to the protection of your personal data. By agreeing to the general terms and conditions of Perfect Home Spain, you automatically agree to our privacy statement. For more information, please refer to our full privacy statement <https://www.perfecthome-spain.nl/privacy-verklaring> .

Intellectual property

ARTICLE 23: Ownership of Materials and Information

23.1 Ownership: All materials, documentation, reports and other products supplied or generated by Perfect Home Spain in the context of the agreement will at all times remain the property of Perfect Home Spain, unless expressly agreed otherwise.

23.2 Use by the Client: The client does not acquire ownership of the materials, documentation or information provided by Perfect Home Spain, unless explicitly agreed otherwise.

23.3 Loss or Damage: If materials provided by Perfect Home Spain are lost or damaged during the execution of the agreement, the client is responsible for the repair or replacement of these materials, unless the damage is the result of intent or gross negligence. negligence of Perfect Home Spain.

Payment and rates

ARTICLE 24: Rate determination

24.1 Prices and Levies: The prices charged by Perfect Home Spain include VAT and any other levies, as well as excluding any costs to be incurred in the context of the agreement, unless otherwise agreed.

24.2 Changes in Costs: If changes that increase the cost price occur during the term of the agreement, such as wage and employment conditions, allowances or premium increases, Perfect Home Spain is entitled to increase the price in the interim, in accordance with government regulations.

24.3 Indexation: Perfect Home Spain is entitled to adjust the rates annually based on the consumer price index drawn up by Statistics Netherlands (CPI - all households).

ARTICLE 25: Payment term and fines

25.1 Payment term: Payment of invoices must be made within the term set out in the agreement, or within thirty (30) days after the invoice date. In the event of late payment, the client is legally in default and owes interest of 1.5% per month.

25.2 Suspension of Services: If payment is not made after a written reminder, Perfect Home Spain reserves the right to suspend the performance of the services until payment has been received in full.

Confidentiality and personnel

ARTICLE 26: Secrecy

26.1 Confidential Information: Both parties, Perfect Home Spain and the client, are obliged to keep secret all confidential information shared during the execution of the agreement. Confidential information includes company data, customer information, technical data and financial data.

26.2 Restriction on use: This obligation of confidentiality remains in effect, both during the term of the agreement and after termination thereof.

ARTICLE 27: Restriction on staff recruitment

27.1 Prohibition on Recruitment: The client acknowledges that the staff of Perfect Home Spain has valuable knowledge and experience. The client is prohibited from directly employing employees of Perfect Home Spain or using their services without the prior written permission of Perfect Home Spain, during the term of the agreement and a period of twelve months after termination.

27.2 Fine for Breach: If the client violates this provision, the client is obliged to pay a fine to Perfect Home Spain, equal to three times the gross annual salary of the employee concerned.

Dispute Resolution and Governing Law

ARTICLE 28: Dispute decision

28.1 Mediation and arbitration: In the event of a dispute, both parties will first attempt to resolve the dispute amicably through negotiations and discussions. If this does not lead to a solution, the dispute can be submitted to a mediator. If mediation is unsuccessful, the dispute can be submitted to arbitration, where the decision is binding.

ARTICLE 29: Applicable law

29.1 Dutch law: The agreement and all disputes arising from it are exclusively governed by Dutch law.

29.2 Competent Court: In the event of a dispute about the interpretation or implementation of the agreement, only the competent courts in Utrecht have jurisdiction.

Complaints

ARTICLE 30: Complaints

30.1 Complaints about Invoices: Complaints regarding invoices must be submitted in writing by the client to Perfect Home Spain within seven (7) days of receipt of the invoice.

30.2 Complaints about Services: Complaints regarding the execution of the agreement must be submitted in writing by the client to Perfect Home Spain within seven (7) days of discovery.

30.3 Loss of Rights in the event of Late Submission: If the complaint is not submitted on time, all rights of the client with regard to the complaint will lapse.