

1. Applicability

1. These general terms and conditions apply to all offers and agreements, execution of orders and deliveries that are entered into by YFG within the framework of the performance of the services, subject to changes in these conditions, which must be expressly confirmed in writing by YFG.
2. If any provision of these general terms and conditions is not valid or applicable for any reason whatsoever, these conditions remain in force for the remainder.
3. YFG rejects the applicability of different stipulations and any general terms and conditions of the client. Such terms shall only bind YFG insofar as these have been accepted explicitly and in writing by YFG.

2. Conclusion of agreement

1. An agreement is concluded by a confirmation, which can be given via the website, mobile app, telephone or email; or by YFG starting its services without the client immediately objecting to this after first becoming aware of this.
2. In these conditions the term client stands for: the person who enters into an agreement with YFG.
3. The client gives YFG all information and cooperation that is necessary for the execution of the agreement.

3. Proposals

1. All proposals, offers and price quotations made by YFG, in whatever form, are non-binding and always based on the information provided by the client.
2. An offer is only binding if this is done in writing by YFG with mention of a period during which the offer is open for acceptance.
3. Price lists, brochures, printed material, etcetera provided by YFG are subject to changes and do not count as quotations.

4. Offers

1. The offers of YFG are entirely non-binding. If the client accepts an offer, YFG has the right to revoke this offer within two working days after receipt of the acceptance of the offer by the client.

5. Prices

1. The prices quoted by YFG include VAT, unless stated otherwise.
2. If the client uses the dry cleaning, shoe or clothing repair service, a 5 euro deposit will be charged for each garment bag that is issued to the client. This deposit can be returned to the client upon request when handing in the garment bag at the service point.

3. YFG will charge to the client any changes, increases or introductions of taxes and levies and other charges which are introduced after the quotation or after the conclusion of the agreement.
4. If the client does not pay the invoice amount in full within the agreed period, it shall be deemed to be in default by operation of law and YFG shall be entitled to charge interest on this sum from the due date on, without further notice of default. This interest is equal to 2% per calendar month, part of a month will be counted as a full month.
5. If there is additional work, this will automatically affect the agreed price and the agreed time of delivery, this at the expense and risk of the client.
6. Additional work and an adjusted delivery time do not entitle the client to terminate the agreement prematurely.

6. Payment

1. Unless agreed otherwise in writing, payment must be made by direct debit or credit card via the website or mobile app.
2. Payment will take place without set-off or suspension for any reason whatsoever.
3. Payment must be made at once unless payment in installments has been agreed, whereby each due date is deemed to constitute a separate payment.

7. Late payment

1. In the event of late payment of its invoice by the client, YFG can permanently cease all its services in all its contracts with the client without further consultation, notification or notice of default.
2. The client commits himself to submit any questions and/or remarks about the invoice of YFG to YFG in writing with an explanation within 3 working days after being reasonably aware of this, after which YFG will respond. Under no circumstances is the client entitled to suspend its payment obligations towards YFG.
3. The costs incurred by YFG, to help fulfillment of the client's obligations towards YFG, will at all times be borne by the client. These can include lawyer fees, bailiff fees, collection fees and extrajudicial fees. The extrajudicial fees, with a minimum of € 60, -, for which no proof has to be given, amount to 15% of the principal sum and are due at the time the claim is handed over. Regardless of whether the client is aware of this.

8. Advance payment

1. YFG can ask payment of an advance within the framework of an agreement with the client and keep it during the agreement. After termination of its service, YFG will settle the advance payment with its final invoice.

9. Transport

1. YFG decides the manner of transport, shipping, and packaging. Shipping and transportation of goods always take place at the expense and risk of the purchaser. YFG is only required to take out (transport) insurance if and insofar as YFG has committed itself to do so in writing.

10. Retention of title

1. All goods delivered to the client remain the property of YFG until the receipt of full payment of all amounts, including any interest and costs, that the clients owes for the goods delivered or to be delivered and/or services performed or to be performed under any agreement and/or for the failure to comply with such an agreement.
2. The client is obliged to ensure the careful handling of the goods and to insure them against the usual risks. The client lacks the right, other than after expressed written permission from YFG, to encumber, to rent, to give into use and/or to establish a (silent) pledge on these delivered goods, as long as the client has not completely fulfilled its obligations towards YFG.
3. If and for as long as YFG is the owner of the goods, the client will immediately inform YFG when the goods are (at risk) of seizure or (any part of) the goods are otherwise claimed. In addition, the clients will inform YFG (when this is the case) of where the goods owned by YFG are located. In case of seizure or (provisional) suspension of payment, the client shall immediately inform the seizing bailiff or the administrator

of the (property)rights of YFG. The client guarantees that a seizure of the goods is immediately lifted.

4. If the same type of goods have been delivered on one or more unpaid invoices, the goods present at the client shall be deemed to have been delivered on the unpaid invoices.

11. Force majeure

1. If YFG is prevented from performing the whole or part of the agreement due to force majeure, it is entitled to suspend the execution of an agreement without judicial intervention or to terminate the agreement entirely or partly, at its discretion, without being liable to any compensation, guarantee or warranty.
2. Force majeure includes, among other things, any circumstance that limits the fulfillment of the agreement, regardless if such circumstance was foreseeable at the time of the conclusion of the agreement such as the following circumstances: fire, war, protests, riots, danger of war, state of emergency, mobilization, hostilities, embargo, unusual weather conditions, epidemics, strikes, government measures, energy crises, excessive sick leave of YFG personnel, transport problems, involuntary disruptions and company disruptions at YFG or its suppliers, as well as shortcomings by its suppliers, as a result of which YFG can not (or no longer can) fulfill its obligations vis-à-vis the client.

12. Third parties

1. YFG will exercise due care in its recommendations of any third parties to be engaged by the client. YFG expressly accepts no liability for third parties and their work

13. Liability

1. The liability of YFG is limited to the amount that is paid out under the applicable liability insurance.
2. YFG is only liable for damage caused by YFG, its employees or by persons commissioned by YFG that have arisen due to intent or deliberate recklessness during the performance of the service.
3. If the applicable liability insurance of YFG does not pay out for whatever reason, the liability of YFG is limited to the amount charged to the client within the relevant agreement, up to a maximum of € 500.00.
4. The liability provisions mentioned above remain unaffected if YFG, despite the provisions of article 12, would be held liable for commissioned third parties.
5. Liability of YFG by the client or by a third party must take place within one month after the client, or the third party, has been reasonably aware of the event giving rise to the liability, in the absence of which the liability of YFG has lapsed.

6. Claim rights and other powers of the client, or a third party towards YFG in connection with an agreement, lapse within one month after the client or the third party has reasonably been aware of said rights or powers.

14. Intellectual property

1. YFG reserves the rights and powers that accrue to it under the Dutch Copyright Act (Auteurswet) and other intellectual laws and regulations. YFG has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the client is brought to the notice of third parties.

15. Deviation from these conditions

1. Deviations from these conditions are only valid if agreed in writing between the parties.

16. Perpetual clause

1. In the event of a complete or incomplete transfer and/or change of the company, in which activities carried out by YFG are involved, the client is required to impose these terms and conditions on its successor.

17. Dissolution

1. Without prejudice to what is stipulated elsewhere in these terms and conditions, YFG is entitled without any summons or notice of default and without judicial intervention being required, to suspend or dissolve the agreement if the client:

1. is in default or breach of contract;
2. has been declared bankrupt, or this has been requested;
3. has obtained a (provisional) suspension of payment, or this has been requested;
4. makes an out-of-court debt settlement, or this has been requested;
5. ceases all or part of his business;
6. loses a permit, exemption or registration required for his company;
7. is confronted with seizures, regardless of the nature of those;
8. dies or starts with the (partial) liquidation of his business and/or assets;
9. is irrevocably sentenced to a prison sentence or a fine, or if the client is otherwise no longer considered able to fulfill the obligations under this agreement.

If one of the situations mentioned above applies, then YFG also reserves the right to compensation for any direct and indirect damages, costs and interest.

18. Applicable law

1. The legal relation between client and YFG is subject to Dutch law. The Court situated in Amsterdam will exclusively decide all disputes arising from this legal relationship. The applicability of the Vienna Sales Convention is excluded.
2. If any part of the terms and conditions should be void or be nullified, the other provisions of the terms and conditions shall remain in full force and effect and
3. Parties are bound to make efforts to determine, in proper consultation, a replacement clause that is valid and that approximates the original intentions of the parties as much as possible.

19. Cancellations

1. The client can cancel a reservation free of charge up to 24 hours in advance via the platform of Yes Facility Group. In the event of a cancellation less than 24 hours before the reservation, 50% of the costs will be charged.
2. If the client is not present at the agreed time of an established appointment, 100% of the costs will be charged.

20. Privacy Statement

1. Yes Facility Group uses cookies to improve the user experience of clients. Including, but not limited to, the Google Analytics cookie. We

use these cookies to deduce the age, gender and interests of users. With this information, we can improve the service by making personal offers or sending segmented information.

2. Users can prevent this by activating the Google Analytics Opt-out plugin/add-on in their browser.
3. YFG is fully compliant with the General Data Protection Regulation

21. Security and storage

1. YFG takes the appropriate security measures to limit abuse of and unauthorized access to personal data. YFG has an information security policy in place. This way YFG ensures that only the necessary persons have access to the data, that access to the data is protected and that the security measures are checked regularly. YFG does not store data longer than necessary.
2. This statement does not apply to websites of third parties that are connected to the YFG website through links. YFG can not guarantee that these websites handle personal data reliably or securely. Always read the privacy statement of said website before using the site, for more information about how it handles data.