LEGAL

Terms and conditions

Last updated 6 January 2026

These terms and conditions apply to all quotations, agreements and work of Immersed (Chamber of Commerce number 94618399). Questions about an article? Email us at hello@immersed.nl. This is a translation of the Dutch terms and conditions. If the two versions differ, the Dutch version prevails.

1. Definitions

In these terms and conditions, the following definitions apply:

1.1 Immersed: the contractor, registered with the Netherlands Chamber of Commerce (Kamer van Koophandel) under number 94618399, as well as all its affiliated companies.

1.2 Client: any legal entity or natural person acting in the course of a profession or business who enters into an agreement with Immersed.

1.3 Agreement: any agreement between Immersed and the Client, including quotations, appendices, SLAs and amendments.

1.4 Work: all services to be performed by Immersed, including but not limited to strategy, design, development, hosting, maintenance, support, SEO and advice.

1.5 Ongoing services: services of a recurring nature, including hosting, maintenance and support.

1.6 Bug: a demonstrable and reproducible technical error in the functionality delivered by Immersed, as a result of which it does not function in accordance with the specifications agreed in writing in advance.

1.7 Minor imperfection: a non-critical deviation of a visual or functional nature that does not materially hinder use.

1.8 Additional work: work that falls outside the agreed scope.

1.9 Phase: a clearly defined part of the project, such as analysis/structure, design, development and delivery.

1.10 Materials: all content supplied or developed by Immersed and/or the Client, including texts, images, designs, source code, data files and documentation.

1.11 Client data: all data provided to Immersed by or on behalf of the Client, or processed via systems of Immersed.

2. Applicability

2.1 These terms and conditions apply to all quotations, agreements and work of Immersed.

2.2 Deviations are only valid if agreed in writing.

2.3 The applicability of the Client's general terms and conditions is expressly excluded.

3. Quotations and formation of the agreement

3.1 Quotations are without obligation, unless stated otherwise.

3.2 An agreement is formed upon written acceptance of the quotation.

3.3 By accepting, the Client declares that it has read and agrees to these terms and conditions.

4. Performance and creative assessment

4.1 Immersed performs the agreement to the best of its knowledge and ability.

4.2 The Client is obliged to provide in good time all information, feedback and cooperation that is reasonably necessary.

4.3 Any failure to provide cooperation, or to provide sufficient cooperation, is entirely at the Client's expense and risk.

4.4 Creative and design work is subjective by nature and is assessed on the basis of starting points agreed in advance, functionality and technical feasibility. Rejection on the basis of personal taste or expectation does not constitute valid grounds for rejection or termination.

4.5 Immersed gives no guarantees regarding revenue, conversions, search engine rankings or other commercial results.

5. Project phases and approval

5.1 Projects are carried out in phases.

5.2 On completion of a phase, Immersed submits the result for approval.

5.3 The Client must provide feedback in writing and in a single consolidated round within 5 working days.

5.4 If no timely response is received, the phase is deemed to have been tacitly approved.

5.5 After approval, earlier choices can no longer be reversed.

6. Bugs, feedback, changes and additional work

6.1 Bugs must be reported in writing and in specified form within 14 days of delivery.

6.2 The following are not considered bugs:

- subjective assessment of design or usability;
- changed wishes or new insights;
- functionality of external systems, plugins, apps or third-party updates;
- changes in browsers, operating systems or platforms;
- SEO results, performance or conversion;
- content or data supplied by the Client.

6.3 Feedback must be provided per phase and in a single consolidated round.

6.4 Separate or interim comments do not count as formal feedback.

6.5 Changes after approval of a phase are treated as additional work.

6.6 Additional work is carried out at the applicable hourly rate or on the basis of a supplementary quotation.

6.7 Immersed is not obliged to carry out additional work without written approval.

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7. Payment, direct debit and security

7.1 Immersed is entitled to require an advance payment of 50%.

7.2 The advance payment serves as compensation for preparation, reserved capacity and work already performed, and is non-refundable.

7.3 For ongoing services, the Client grants a recurring SEPA direct debit mandate.

7.4 Invoices must be paid within 14 days.

7.5 In the event of late payment, the Client is in default by operation of law.

7.6 Immersed is entitled to suspend the work and to require additional security.

7.7 All judicial and extrajudicial collection costs are payable by the Client.

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8. Use of systems and code of conduct

8.1 The Client shall not use the services and systems of Immersed for unlawful, misleading, harmful or infringing purposes.

8.2 The Client is not permitted to distribute content for which it does not hold the required rights.

8.3 In the event of a breach, Immersed is entitled to restrict access, block services and recover costs.

8.4 Immersed is entitled to report criminal offences to the police.

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9. Escalation, suspension and termination

9.1 If progress is hindered by any act or omission of the Client, Immersed is entitled to escalate this in writing.

9.2 After escalation, the Client has 7 calendar days to restore the cooperation.

9.3 If no workable solution is reached, Immersed may suspend the work.

9.4 Immersed is entitled to terminate the agreement in whole or in part in the event of:

- a. non-payment;
- b. a structural lack of cooperation;
- c. persistent obstruction of progress;
- d. an unworkable working relationship or a breach of trust.

9.5 Termination does not release the Client from its payment obligations.

10. Hosting, maintenance and ongoing services

10.1 Ongoing services are entered into for a monthly or annual period.

10.2 The agreement is renewed automatically unless terminated in writing no later than 14 days before the end of the period.

10.3 Immersed is entitled to index its rates annually, with 30 days' notice.

11. Online shops and e-commerce (Shopify)

11.1 Online shops are developed exclusively on Shopify.

11.2 The Client is fully responsible for the legal correctness of the online shop.

11.3 Immersed is not responsible for payment providers, apps or platform changes.

11.4 No guarantees are given regarding revenue or conversion.

12. Informational websites (WordPress / Webflow)

12.1 Immersed develops informational websites on WordPress or Webflow.

12.2 Content management and updates fall outside the scope unless agreed otherwise.

13. Consequences of early termination

13.1 In the event of termination by the Client, or by Immersed due to conduct attributable to the Client:

- a. the advance payment remains due;
- b. no refund is made;
- c. work already performed is invoiced.

13.2 Immersed reserves the right to recover additional damages.

14. Delivery, maintenance and availability

14.1 Delivery does not mean that the result is free of all minor errors or outstanding points.

14.2 Minor bugs or imperfections do not suspend delivery.

14.3 Immersed gives no guarantees of uninterrupted availability of systems or websites.

14.4 Maintenance may temporarily result in limited availability.

14.5 Support and maintenance are only included if explicitly agreed.

15. Liability

15.1 Immersed is only liable for direct damage.

15.2 Liability is limited to the amount paid out under the insurance.

15.3 If no insurance payment is made, liability is limited to the invoice amount.

15.4 Liability lapses if the damage has not been reported in writing within 14 days.

15.5 Immersed is not liable for indirect damage.

16. Third parties and force majeure

16.1 Immersed is not liable for failures of third parties, including hosting providers, plugins, software suppliers and payment services.

16.2 Changes or outages at third parties fall outside the agreement and may give rise to additional work.

16.3 Force majeure means any circumstance beyond the control of Immersed.

17. Content and indemnity

17.1 The Client guarantees that the content it supplies is free of third-party rights.

17.2 The Client indemnifies Immersed against all claims in this respect.

18. Intellectual property and use

18.1 All intellectual property rights remain with Immersed until payment has been made in full.

18.2 Use, publication or going live before payment in full is not permitted and constitutes an infringement.

18.3 After payment in full, the Client obtains a non-exclusive right of use.

19. Early termination without conflict

19.1 Immersed may terminate the agreement subject to a reasonable notice period.

19.2 The Client remains obliged to pay for work already performed.

20. Governing law and disputes

20.1 All agreements are governed by Dutch law.

20.2 Disputes shall be submitted to the competent court in the district in which Immersed has its registered office.