

Terms & Conditions

These terms and conditions apply to all offers and to the agreements arising from them between Hove ICT in The Hague, Chamber of Commerce 56986971, and its counterparties ("Client").

Terms or conditions set by the Client that deviate from, or do not appear in, these terms and conditions are only binding on Hove ICT if and insofar as they have been expressly accepted in writing.

Quotation and acceptance

Hove ICT draws up a quotation stating which activities ("the Services") Hove ICT offers to perform, what is included in the Services and the amount that will be due for them. Only the description of the Services given in the quotation is binding.

In general, the Services comprise maintenance of the Client's hardware and software, configuration and installation of hardware and software for the Client, creating custom software at the Client's request, supply of hardware, supply of licensed software, providing remote support, providing on-site support to the Client's staff, arranging backups, database storage and management, web hosting, support for and setup of cloud platforms, and everything related to this. Other activities are only performed if the quotation states so.

A quotation is entirely without obligation and valid for 14 days after it is sent, unless the quotation states otherwise. Hove ICT can never be obliged to accept an acceptance after this period, but if Hove ICT does so, the quotation is accepted after all.

The agreement is concluded at the moment Hove ICT receives the Client's notification accepting the quotation. This notification may be given by email.

If the Client does not explicitly state that it agrees to the quotation, but nevertheless consents to Hove ICT performing activities that fall within the description of the Services, or gives that impression, the quotation is considered accepted. The same applies where the Client asks Hove ICT to perform certain activities without waiting for a formal quotation.

The Services can only be changed with the consent of both parties, except where these terms and conditions provide otherwise.

Provision of the Services

Once the agreement has been concluded, Hove ICT will carry out the Services as soon as possible in accordance with the quotation, taking the Client's reasonable wishes into account.

The Client is obliged to do and refrain from everything that is reasonably desirable and necessary to enable the correct and timely performance of the Services. In particular, the Client ensures that all data that Hove ICT indicates to be necessary, or that the Client should reasonably understand to be necessary for performing the Services, is provided to Hove ICT in good time.

The Client will give Hove ICT access to all locations, services and accounts under its control (such as web hosting accounts) that Hove ICT reasonably needs in order to provide the Services.

Hove ICT guarantees that the Services will be performed carefully, soundly and to the best of its ability. If the proper performance of the Services requires it, Hove ICT is entitled to have certain activities performed by third parties. Hove ICT is and remains responsible towards the Client.

Hove ICT is entitled, but never obliged, to examine the accuracy, completeness or consistency of the source materials, requirements or specifications made available to it and, upon finding any shortcomings, to suspend the agreed activities until the Client has remedied those shortcomings.

Unless agreed otherwise, Hove ICT is not a party to the supply of third-party services, such as software licences or hosting needed for the Services, even where Hove ICT purchases those services on the Client's behalf. For software licences supplied as a Service, whether Hove ICT or the supplier is the Client's contractual counterparty depends on the supplier. Hove ICT will provide adequate information about this.

Hove ICT has the right not to provide the Services, or to provide them on a limited basis, if the Client fails to meet an obligation towards Hove ICT under the agreement or acts contrary to these terms and conditions.

Hove ICT will endeavour to respond to a request from the Client as quickly as possible, but cannot make concrete commitments about response times unless agreed otherwise in the quotation.

Provisions on maintenance

Maintenance means keeping existing hardware and/or software functioning in accordance with the quotation or further agreement, and more generally correcting faults.

Hove ICT will endeavour to perform maintenance as well as possible, but in doing so often depends on its supplier(s) and third parties for updates, patches or spare parts. Hove ICT is entitled not to install certain updates or patches if in its judgement this would not benefit the correct operation of the software or is not in the Client's interest.

As part of maintenance, Hove ICT will endeavour to correct faults in the Works and associated software. In doing so, however, Hove ICT depends on supplier(s) and third parties. In the case of new functionality or changes that could materially alter how the software functions, Hove ICT will consult the Client in advance.

Hove ICT will endeavour to add changes requested by the Client to the software. Hove ICT is always entitled to refuse a request if in its judgement it is not feasible or could impair the proper operation or availability of the software.

If in Hove ICT's judgement a requested change could negatively affect the functioning or the security of the software, Hove ICT will report this to the Client in writing. If the Client nevertheless insists on the change and Hove ICT implements it, this is done at the Client's own risk and without any liability for Hove ICT.

If the Client wishes to make a change to results delivered by Hove ICT on its own, this is done entirely at the Client's own risk and responsibility, unless the Client notified Hove ICT of the intended change in advance and Hove ICT approved it in writing. Hove ICT may attach conditions to such approval.

Provisions on remote support

Remote support is provided by telephone, email and other channels to be agreed jointly.

At the Client's request, Hove ICT will propose software with which computers to be supported can be accessed remotely. It is the Client's responsibility to ensure that its network and security environment allows this software to work.

If it turns out that remote support does not lead to a satisfactory solution, or is not feasible given the nature of the problem, Hove ICT will endeavour to reach a solution at the Client's location at the normal hourly rate.

Sale of equipment

If Hove ICT supplies hardware to the Client as part of the Services, Hove ICT gives no warranties beyond those given by the manufacturer or importer. The Client must invoke those warranties directly with that party. On request, Hove ICT will mediate in such claims, but is not liable if the manufacturer or importer refuses to repair or replace, or charges costs for doing so.

Installation and configuration

In accordance with the quotation or further specification, Hove ICT will configure and install hardware and software for the Client in order to realise a new, working hardware and software system.

The choice, purchase and management of the hardware, software and network environment in which the configuration and installation take place is solely and entirely the Client's responsibility. Hove ICT will give instructions about the desired configuration. If the designated environment does not meet Hove ICT's requirements, Hove ICT is entitled to refuse installation or configuration.

At Hove ICT's request, the Client will give Hove ICT's staff and assistants all necessary access to the environment to enable installation, configuration, maintenance and modification of the software. Physical access to hardware will only take place where necessary, and only after prior consultation with the Client.

If third-party licences are required to use software, the Client will purchase those licences and ensure that the provisions they contain are strictly observed. The Client indemnifies Hove ICT against third-party claims concerning installation and licences of the software, except insofar as those claims result from information or licences supplied by Hove ICT.

Development of works

Where a Service concerns developing, configuring and/or modifying Works such as websites, data files, software, documentation, advice, reports, analyses, designs, texts, photographs, films, sound recordings, images, audiovisual material, logos or corporate identities (hereinafter: "Works"), Hove ICT has the right, unless agreed otherwise, to use third-party images, software and components in the development, configuration or modification of Works.

Hove ICT is permitted to use open source software to which third parties hold the rights. This means, among other things, that Hove ICT may supply open source software to the Client and may incorporate open source software into Works that Hove ICT creates or modifies as part of a Service. If the licence of certain open source software means that the Client can only distribute (parts of) the software as open source, Hove ICT will adequately inform the Client of all applicable licence terms.

After delivery, responsibility for correctly observing the relevant third-party licences when using the developed Works lies with the Client.

Delivery and acceptance

After performing activities or parts of them, Hove ICT will deliver the result when in its professional opinion it meets the specifications or is fit for use.

The Client must then evaluate what has been delivered within five working days and approve or reject it. If the Client does not reject the delivery within this period, it is deemed to have been accepted.

If work is delivered in phases, the Client must give its approval or rejection of that phase's part of the work after each phase is delivered, in the manner set out in the previous paragraph. The Client may not base an approval or rejection in a later phase on aspects that were approved in an earlier phase.

If the Client rejects the delivery in whole or in part, Hove ICT will endeavour to remove the reason for rejection as soon as possible. Hove ICT may do so by revising the result or by stating with reasons why the ground for rejection does not apply. The Client then again has five working days to approve or reject the revision or the reasons given.

If, after the revision or reasons given, the Client continues to reject the delivery in whole or in part, Hove ICT is entitled to charge additional costs for all further revisions. When making a revision, Hove ICT will indicate whether additional costs will be due for subsequent revisions.

If a party indicates that it no longer considers further revisions worthwhile, both parties become entitled to terminate the agreement for the Service concerned. In that case the Client will pay for the hours actually spent by Hove ICT, up to a maximum of the amount quoted for the rejected work. This does not, however, entitle the Client to use the rejected work in any way.

After acceptance of the delivery, any liability for defects in it lapses, unless Hove ICT knew or should have known of the defect at the time of acceptance. In any event, all liability for defects lapses one year after the end of the agreement, for whatever reason.

Intellectual property rights

All intellectual property rights to all Services or Works developed or delivered under the agreement rest exclusively with Hove ICT or its licensors. Rights can only be transferred to the Client if the quotation explicitly states so or this is separately and explicitly agreed.

The Client only acquires the rights of use and powers that follow from the purport of the agreement or that are granted in writing, and for the rest the Client will not reproduce or publish the Works or other results of the Services. Any use, reproduction or publication of the materials falling outside the purport of the agreement or the rights of use granted is considered an infringement of copyright. The Client will pay Hove ICT an immediately payable penalty of €25,000 per infringing act, not subject to judicial mitigation. This does not affect Hove ICT's right to compensation for its damage caused by the infringement, or to take other legal measures in order to end the infringement.

The rights of use granted under the agreement take effect once the Client has paid in full all invoices relating to the Works or Services concerned. Until then the Client holds a revocable right to use the Works for testing and review purposes only. If the agreement ends before payment has been made in full, that right lapses.

The Client is entitled to make changes to Works for which it receives a right of use, but only where this has been explicitly agreed.

The Client is not entitled to a copy of source files (such as, but not limited to, PSD, HTML/CSS or PHP code) of delivered Works unless this has been agreed explicitly and unambiguously in writing.

The Client is not permitted to remove or alter any notice regarding copyright, trademarks, trade names or other intellectual property rights from the materials, including notices regarding the confidential nature and secrecy of the materials.

Prices and payment

Hove ICT will invoice monthly for all activities on the basis of the hours actually spent.

Hove ICT will send the Client an electronic invoice for the amounts due.

The payment term for invoices is fourteen days from the invoice date, unless a longer payment term is stated on the invoice. If the Client does not pay on time, it is in default by operation of law once this period has passed, without any notice of default being required. If an amount due is not paid within the payment term, statutory interest is due on the outstanding invoice amount.

If the Client believes that (part of) an invoice is incorrect, it must report this to Hove ICT within the payment term. The obligation to pay the disputed part (but not the remainder) is suspended until Hove ICT has investigated the report. If Hove ICT's investigation shows that the dispute was unfounded, the Client must pay the disputed amount within seven days.

In the event of late payment, the Client is liable, in addition to the amount due and the interest accrued on it, for full compensation of both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and debt collection agencies. In particular, Hove ICT is entitled in this case to charge administration costs of €50.

The claim for payment becomes immediately due and payable if the Client is declared bankrupt, applies for suspension of payments, or a general attachment is levied on the Client's assets, or if the Client dies, goes into liquidation or is dissolved.

Confidentiality

The parties will treat information they provide to each other before, during or after performance of the agreement as confidential where that information is marked as confidential or where the receiving party knows or should know that the information was intended to be confidential. The parties also impose this obligation on their employees and on third parties they engage to perform the agreement.

Hove ICT will endeavour to avoid taking note of data that the Client stores and/or distributes via the hardware or software to which the Services relate, unless this is necessary for the proper performance of the agreement or Hove ICT is obliged to do so under a statutory provision or court order. In that case Hove ICT will endeavour to limit its knowledge of the data as far as possible, insofar as this lies within its power.

Hove ICT may use the knowledge gained in performing the agreement for other assignments, provided that no information of the Client thereby becomes available to third parties contrary to obligations of confidentiality.

The obligations under this article continue to apply after the agreement ends for whatever reason, for as long as the party providing the information can reasonably claim that the information is confidential.

Liability

Hove ICT is only liable towards the Client in the event of an attributable failure to perform the agreement, and solely for damages in lieu of performance, that is to say compensation for the value of the performance not delivered.

Any liability of Hove ICT for any other form of damage is excluded, including additional damages in any form, compensation for indirect or consequential damage, damage due to lost turnover or profit, damage due to loss of data, and damage due to exceeding deadlines as a result of changed circumstances.

In the event of liability under the first paragraph, the maximum amount Hove ICT is obliged to compensate equals the amount due for the Service concerned.

Hove ICT's liability for an attributable failure to perform the agreement only arises if the Client gives Hove ICT prompt and proper written notice of default, setting a reasonable period to remedy the failure, and Hove ICT still attributably fails to meet its obligations after that period. The notice of default must contain as detailed a description of the failure as possible, so that Hove ICT is able to respond adequately.

In the event of force majeure, which in any case includes disruptions or outages of the internet, of the telecommunications infrastructure, power failures, civil unrest, mobilisation, war, obstruction of transport, strikes, lockouts, business disruptions, stagnation in supply, fire, flooding, import and export restrictions, and the situation in which Hove ICT is unable to deliver because of its own suppliers, for whatever reason, so that performance of the agreement cannot reasonably be required of Hove ICT, performance of the agreement will be suspended, or the agreement will be ended if the force majeure situation has lasted more than ninety days, all without any obligation to pay damages.

Duration and termination

The agreement is entered into for the period needed to deliver the Services.

The agreement can only be terminated early as provided in these terms and conditions, or with the consent of both parties. The Client may terminate the agreement early by paying a settlement equal to the hours spent at the hourly rate applicable within Hove ICT.

After termination, ending or dissolution for whatever reason, Hove ICT is entitled to delete all data stored with it on the Client's behalf immediately after the date on which the agreement ends. In that case Hove ICT is not obliged to provide the Client with a copy of that data.

The agreement ends automatically if a party is declared bankrupt, applies for suspension of payments, has a general attachment levied on its assets, dies, goes into liquidation or is dissolved.

Changes to the agreement

Once accepted, the agreement may only be changed with mutual consent.

If the agreement is a continuing performance agreement, however, Hove ICT is entitled to amend or extend these terms and conditions unilaterally once per calendar year. To do so, it must notify the Client at least two months before the amendments or extensions take effect. Changes to the terms and conditions can never set aside a specific arrangement.

If the Client objects within this period, Hove ICT will consider whether it wishes to withdraw the objectionable amendments or extensions. Hove ICT will notify the Client of this decision. If Hove ICT does not wish to withdraw the objectionable amendments or extensions, the Client has the right to terminate the agreement as of the date on which they take effect.

Hove ICT may make changes to these terms and conditions at any time where these are necessary because of changed statutory rules. The Client cannot object to such changes.

The arrangement described above also applies to prices. Hove ICT may at all times pass on to the Client price changes imposed on it by suppliers. On request, evidence of the price change will be provided.

Final provisions

This agreement is governed by Dutch law. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes arising in connection with this agreement will be submitted to the competent Dutch court for the district in which Hove ICT is established.

If any provision of this agreement proves to be void, this does not affect the validity of the agreement as a whole. In that case the parties will adopt replacement provision(s) that give shape, as far as legally possible, to the intention of the original agreement and these terms and conditions.

These terms and conditions are drawn up in Dutch and in English. In the event of any discrepancy between the Dutch and the English text, the Dutch text prevails.

In these terms and conditions, "in writing" also covers email, provided that the identity of the sender and the integrity of the content are sufficiently established. The parties will endeavour to confirm receipt and content of communications sent by email.

The version of any communication received or stored by Hove ICT counts as authentic, subject to proof to the contrary provided by the Client.

Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written consent of the other party. By way of exception, Hove ICT is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.

Hove ICT Terms & Conditions, version 2026-08-23

In force since August 23, 2026. This version supersedes all earlier versions.

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