

Terms and Conditions

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These terms apply to every agreement between Jaiden Dorchain, trading as Dorchain Studio (sole proprietorship), and a client. They are written for freelancers and business owners who hire me to build, host or maintain a website. This is a courtesy translation; the Dutch version ("algemene voorwaarden") is the legally binding text and prevails in case of any discrepancy.

Article 1 — Definitions

1. Dorchain Studio / contractor: the sole proprietorship of Jaiden Dorchain, based in Rotterdam, Chamber of Commerce (KvK) number 42120924, VAT identification number NL005511730B12, reachable at jaiden@dorchain.studio.
2. Client: the individual or legal entity acting in the course of a profession or business (including freelancers) who enters or wishes to enter into an agreement with Dorchain Studio.
3. Services: all work Dorchain Studio carries out for the client, including designing, building, optimising, hosting and maintaining websites in the areas of design, speed, findability (SEO), accessibility and responsiveness. Dorchain Studio generally rebuilds websites using its own working method and does not work inside the client's existing website or CMS environment, unless agreed otherwise in writing.
4. Agreement: any arrangement between Dorchain Studio and the client to provide services, including the accompanying quote.
5. Website scan: the free initial review of the client's existing website. It is non-binding advice, not an offer.

Article 2 — Applicability

1. These terms apply to all quotes, offers, work, agreements and services delivered by Dorchain Studio, unless agreed otherwise in writing before the agreement is formed.
2. They also apply when Dorchain Studio engages third parties to carry out the work.
3. Any purchasing or other terms of the client are explicitly rejected.
4. If any provision turns out to be void or voidable, the remaining provisions stay in effect; the parties will then replace the void provision with one that serves the same purpose as closely as possible.
5. These terms are written for agreements with business clients. Should an agreement nonetheless be concluded with a consumer, the mandatory provisions of consumer law apply in addition.

Article 3 — Quotes and formation of the agreement

1. The free website scan is non-binding and does not constitute a quote.
2. Every quote from Dorchain Studio is non-binding and valid for 30 days from its date, unless stated otherwise.
3. An agreement is formed once the client has accepted the quote in writing (including by email), or once Dorchain Studio has started work at the client's request.
4. Obvious errors or mistakes in quotes or on the website do not bind Dorchain Studio.

Article 4 — Performance of the assignment

1. Dorchain Studio carries out the assignment to the best of its knowledge and ability, generally following the four steps described on this site: free scan, plan & price, the build, and going live with an explanation.
2. Dorchain Studio determines how the agreement is carried out, within the arrangements made with the client about the result to be delivered.

3. The client ensures that all necessary data, texts, images and domain access are supplied on time; delays caused by failing to do so are at the client's expense.
4. A stated delivery term is an estimate, not a strict deadline, unless expressly agreed otherwise in writing.

Article 5 — Changes and additional work

1. Changes requested by the client that involve extra time or cost compared to the quote are treated as additional work.
2. Dorchain Studio informs the client in advance of the financial consequences where possible and only carries out additional work after approval, unless immediate execution cannot reasonably be postponed.
3. The absence of a written instruction for additional work does not affect Dorchain Studio's right to payment for it, provided that it can be inferred from the conduct of the parties that the additional work was carried out on request.

Article 6 — Maintenance subscription and small changes

1. Websites hosted and maintained by Dorchain Studio are covered by an annual subscription. What it includes and at what rate is stated in the quote.
2. A small change means: replacing or updating existing texts, images, prices, opening hours or contact details on an existing page, requiring no more than 30 minutes of work, with the client supplying the new material in editable form.
3. The following do not count as small changes, among others: new pages, new functionality, changes to the design or structure of the website, writing or rewriting texts, and integrations with third-party systems. Such work is treated as additional work within the meaning of article 5.
4. Changes not used within a subscription year lapse at the end of that year and are not carried over to a following year.
5. Article 16 governs the term, renewal and termination of the subscription.

Article 7 — Prices

1. Stated prices are in euros and exclude VAT, unless stated otherwise.
2. Costs charged by third parties (hosting, domain registration, plugins, licences, stock photos) are not included unless expressly stated in the quote.
3. For ongoing services such as hosting and maintenance, the price may be adjusted annually; an increase is announced at least 30 days in advance. For an increase of more than 10%, the client may terminate the ongoing service in writing within 14 days of the announcement, effective from the date the increase would have taken effect.

Article 8 — Payment

1. Unless agreed otherwise, Dorchain Studio invoices 50% of the quoted amount at the start of the assignment and the remainder upon delivery. Ongoing services are invoiced periodically in advance.
2. Payment is due within 14 days of the invoice date, without any set-off or suspension.
3. In case of late payment, the client is in default by operation of law and owes the statutory commercial interest rate, without any notice of default being required.
4. Reasonable collection costs are at the client's expense, with a minimum in line with the Dutch Extrajudicial Collection Costs Act (WIK).
5. Dorchain Studio may suspend work as long as the client has not met its payment obligations.

Article 9 — Ownership, licences and intellectual property

1. All intellectual property rights to designs, texts, code, documentation and other materials belong to Dorchain Studio or its licensors, unless agreed otherwise in writing.

2. After payment in full, the client receives a non-exclusive, transferable right to use the delivered website.
3. Dorchain Studio keeps the website's source code in its own version control environment (GitHub).
4. Source code, design files and the access needed to host the website elsewhere are handed over at the client's request once the final invoice for the assignment has been paid in full; until then, Dorchain Studio holds a right of retention over these files and credentials.
5. The domain name remains the property of the client.
6. The client may not remove any copyright, trademark or other intellectual property notices from the materials, unless agreed otherwise.
7. Unless agreed otherwise, Dorchain Studio may show the delivered website to third parties as a reference/ portfolio piece.

Article 10 — Use of third parties

1. Dorchain Studio uses third parties to carry out the work, including Cloudflare (hosting and delivery of the website), GitHub (storage and version control of the source code), domain registrars and form services such as Formspree.
2. Dorchain Studio may replace any of these parties with an equivalent one.
3. Dorchain Studio is not liable for failures, downtime or data breaches at these third parties, unless they result from intent or wilful recklessness in selecting that party.
4. If the hosting agreement is terminated, the client is given a reasonable period of at least 30 days to move the website elsewhere.

Article 11 — Processing of personal data

Where Dorchain Studio, in carrying out hosting and maintenance services, has access to personal data processed by the client (for example via a contact form on the website), Dorchain Studio acts as a processor within the meaning of the General Data Protection Regulation (GDPR). At the client's request, the parties will enter into a separate data processing agreement for this purpose.

Article 12 — Warranty and correction of defects

1. If the delivered website fails to meet the arrangements set out in writing within 14 days of delivery, Dorchain Studio will correct this free of charge within a reasonable period.
2. This warranty does not cover defects caused by changes made after delivery by the client or a third party, by use that deviates from the agreed purpose, or by updates at third parties (hosting, browsers, plugins) beyond Dorchain Studio's control.
3. Results such as a higher Google ranking, more visitors or a particular Lighthouse score are a best-effort commitment, not a guaranteed outcome.

Article 13 — Liability

1. Dorchain Studio is only liable for direct damage that is the direct result of an attributable failure to perform.
2. Total liability per event (a series of related events counts as one event) is limited to the amount the client paid for the assignment in the 6 months preceding the event that caused the damage, with a maximum of €2,500.
3. Dorchain Studio is never liable for indirect damage, including consequential damage, loss of profit, missed savings, reputational damage and damage due to business interruption.
4. These limitations do not apply in case of intent or wilful recklessness on the part of Dorchain Studio.
5. Any claim for damages lapses if it is not submitted in writing within 12 months of the client becoming aware of the damage.

Article 14 — Force majeure

1. Dorchain Studio is not required to fulfil an obligation if prevented from doing so by force majeure, including illness, outages at hosting providers or other third parties, internet outages and government measures.
2. If the force majeure situation lasts longer than 30 days, either party may dissolve the agreement in writing, in whole or in part, without any obligation to pay damages.

Article 15 — Confidentiality

Both parties will keep confidential all information they receive from each other in connection with the agreement, unless there is a legal obligation to disclose it.

Article 16 — Ongoing services, cancellation and termination

1. Agreements for ongoing services (such as hosting and maintenance) are entered into for the term stated in the quote and, unless agreed otherwise, are automatically renewed thereafter for the same period.
2. Either party may terminate such an agreement in writing with one month's notice, effective at the end of the then-current period.
3. One-off assignments end by operation of law upon delivery and payment in full, unless an ongoing service has been agreed to follow on from it.
4. If the client cancels a one-off assignment before completion, the client owes payment for the work already carried out, calculated pro rata to the agreed price, without prejudice to Dorchain Studio's right to reimbursement of costs already incurred.

Article 17 — Complaints

Complaints about the performance of the work should be reported as soon as possible, and no later than 14 days after the complaint arose, in writing and with reasons, via jaiden@dorchain.studio.

Article 18 — Governing law and disputes

1. Dutch law applies to all agreements between Dorchain Studio and the client.
2. Disputes will preferably be resolved through mutual consultation. If the parties cannot reach agreement, the dispute will be submitted to the competent court in the district where Dorchain Studio is based, unless mandatory law provides otherwise.

Last updated: July 2026.