

General Terms and Conditions O'Real Estate 2019-2020

Article 1: Working Atmosphere

1. These general terms and conditions apply to the establishment and implementation of a contract between one consumer and O'Real Estate contract for service agreement with regard to in Real estate located in the Netherlands.
2. If one or more provisions in these general terms and conditions at any time whole or partially are invalid or destroyed, then everything else remains fully applicable.
3. If there is uncertainty about the interpretation of one or more provisions of this general conditions, the explanation must be in the spirit of these provisions.

Article 2: Definitions

1. The consumer: the client, namely a natural person, who does not act in the exercise of a profession or business.

The O'Real Estate tenderer who, by registering on the O'Real Estate website or by personal registration at the O'Real Estate office, agrees to the assignment agreement and these general terms and conditions.

2. Realtor: O'Real Estate, located at Keizersgracht 241-2 (1016 EA) in Amsterdam, registered under Chamber of Commerce no. 663.13.147, represented by O. (Ophilia) Renfurm.
3. Assignment: the contract for the provision of services with regard to immovable property situated in the Netherlands.
4. Fee: the price for the realtor's services. The commission fee is part of this.
5. Commission Fee: The commission fee can be regarded as a reasonable compensation (part of the fee) for the work that the broker performs for the client in implementation of this agreement.

Article 3: General and personal offer and realization of assignment

1. The general offer from the realtor to the consumer contains a clear description of the services that the consumer in question can expect.
The general offer also includes the fee for the service and the other conditions under which the service is provided.
2. After taking cognizance of the general offer by the consumer, the realtor offers the consumer the opportunity to enter into negotiations with him in order to arrive at a personal offer.
3. The realtor ensures that the final personal offer is recorded in writing or electronically in an assignment agreement, which refers to the applicability of these general terms and conditions.
4. The personal offer or the general offer is accompanied by a copy of these general terms and conditions.
5. In the absence of a written electronic order from the consumer or signed by the consumer, the realtor is not entitled to payment of fees or expenses, unless he can prove the existence of the order in the event of a dispute.

Initials consumer

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Article 4: Contract Duration

The agreement between the realtor and the consumer applies indefinitely, unless explicitly agreed otherwise.

Article 5: End of the assignment

1. The assignment ends by a. Fulfillment of the assignment by the realtor, unless there is a contract that by its nature has a continuous character,
b. withdrawal of the order by the consumer,
c. refund of the assignment by the realtor,
d. dissolution by one of the parties,
e. death of the consumer.

2. The realtor has completed his assignment as soon as the agreed performance has been delivered or - in the case of realtor - the intended agreement between the parties involved has come about as a result of the services provided by him. When a home is purchased by a consumer, there is only an agreement if the purchase is recorded in a purchase agreement signed by both parties. Being fulfilled does not diminish his obligation arising from that order to guide the consumer through the settlement.

For contracts for which the definitive conclusion or obligation to perform by virtue of a clause belonging to the contract depends on a condition precedent or resolute, the fulfillment of the assignment also depends on this.

3. An assignment can be withdrawn at any time and without having to observe a cancellation period. The consumer is never liable for damages with regard to a withdrawal. The realtor is entitled to reimbursement of costs already incurred. The withdrawal of an assignment must be in writing / electronically.

4. The realtor can return the assignment for serious reasons. A serious reason is in any case considered: a serious disruption of the relationship between the realtor and the consumer. The refund by the realtor must be in writing or electronically.

5. An assignment can be dissolved if there is a shortcoming on the part of the other party in the fulfillment of the obligations.

The declaration of termination must be made in writing or electronically.

6. The date on which the order is terminated is the date on which the realtor or the consumer receives the (written or electronic) notice regarding the withdrawal, refund, dissolution or death or the later date specified in that notice.

Article 6: Obligations of the realtor

1. The realtor makes every effort to carry out the assignment to the best of his knowledge and ability.
2. The realtor may include the work necessary for the performance of the assignment by others have his responsibility performed (think of a lawyer, structural inspector or photographer).
3. The realtor keeps the consumer regularly informed of the progress.

Initials consumer

Initials realtor

4. The realtor is not permitted to accept more than one assignment in respect of one and the same immovable property, subject to the express written consent of both parties.
5. The realtor is not authorized to conclude agreements on behalf of the consumer, unless this is done for this purpose has granted a written proxy.
6. The realtor treats all information provided by the client confidentially.
Personal data is stored / processed in accordance with the AVG and Dutch privacy legislation. Also the WWFT is taken into account by the realtor.
7. The realtor is liable for the damage resulting from an attributable shortcoming or to insure them adequately and keep them insured out of an unlawful act.

Article 8: Force majeure

1. The realtor is not obliged to fulfill any obligation towards the consumer if he is prevented from doing so due to a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted views on his account.
(Section 6:75 of the Dutch Civil Code).
2. The broker can suspend the obligations under the agreement during the period that the force majeure continues. If this lasts longer than a month then each party is entitled to terminate the assignment agreement.

Article 9: Turnover tax and due and payable

The agreed fee and the additional costs are included, unless explicitly agreed otherwise statutory sales tax (VAT). Unless otherwise agreed, all claims due to fees, commission or costs are immediately due and payable as soon as the purchase or rental agreement has been concluded or the assignment has been executed, or if it ends for other reasons.

Article 10: Realtor and payments

1. The client owes realtor fees if during the term of the assignment a agreement with regard to the immovable property (in whole / in part) is concluded. The client also owes realtor fees for the efforts made by the realtor, even if no contract is concluded with regard to the immovable property during the term of the assignment.
2. Costs for creating advertisements and / or brochures etc. can also be charged in the interim.
3. If an agreement that has been concluded is terminated by the buyer using the legal cooling-off period (Article 7: 2 of the Dutch Civil Code), the right to the realtor's fees in respect of this agreement will lapse.
4. If an agreement concluded does not come into effect, the realtor retains the right to full commission.
5. The realtor sends the consumer a specified invoice.
6. If the consumer does not pay within the period specified in the invoice, the realtor can send a payment reminder in which the consumer is once again offered the opportunity to pay.
7. If the consumer does not respond to this payment reminder, he is in default.
The realtor is then entitled to charge statutory interest and any extrajudicial costs. These costs are then for the consumer.

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Article 11: Calculation of commission on sourcing and rentals

The realtor's fee/commission is equal to one month's gross rent (including any service costs) in accordance with the rental offer of the client, plus 21% VAT.

All amounts under this agreement include VAT, unless explicitly agreed otherwise.

Article 12: Order for mediation and sharing services

The essence of the assignment is to provide advice and conduct negotiations.

In addition, the client also has the following partial services available:

- Discussion of advice about the possibilities to reach the intended agreement.
- Assessing the value of the property concerned.
- Drawing up the rental agreement.
- Screening the candidate and conducting a rental check
- The production and sending of photo / postal information / brochures.
- Entering a property in electronic data exchange systems including those via the internet.
- The preparation and placement of advertisements.
- Performing viewings.
- Providing advice.

Article 13: Costs

1. Unless agreed otherwise in writing / electronically, the consumer will reimburse for the assignment the costs incurred by the broker in this regard. This also applies if the assignment is suspended or terminated by withdrawal or otherwise. Upon cancellation or suspension of the order, no compensation is due to the realtor, without prejudice to his right to reimbursement of costs already incurred (such as exclusively advertising, travel and brochure costs).

2. The consumer is never liable for damages with regard to a withdrawal. In this regard, the realtor is entitled to reimbursement of costs already incurred as referred to in the previous paragraph and, if and insofar as agreed upon when the order was issued, to a percentage of the wage. The reimbursement of costs already incurred is calculated as follows:

Sourcing properties:

Per viewing held: € 50.00

Rental:

- Per open house held: € 100.00

- Per purchase of a photo shoot of the house: € 150.00

- € 200.00 per decrease in making a floor plan

- Per decrease of placing an advertisement online on websites such as Funda, Pararius and similar websites: € 50.00

The mentioned amounts are to be increased with 21% VAT.

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Article 14: Intellectual Property

The consumer and the realtor reserve the rights and powers that belong to him / her on the basis of the Copyright Act and other intellectual laws and regulations.

Article 15: Processing of personal data

The realtor adheres to the Data Protection Act (WBP) and the Law on the prevention of money laundering and the financing of terrorism (WWFT).

Article 16: Liability

1. If the realtor should be liable, then the liability is limited to the provisions here.
2. The realtor is not liable for damage and / or incorrect information provided by or on behalf of the consumer incomplete data.
3. The realtor is only liable for direct damage.
4. The realtor is never liable for indirect damage, including consequential damage, loss profit, missed savings and damage due to business stagnation.
5. The liability is in any case limited to a maximum of 2 times the amount of the commission fee.

Article 17: Forum and choice of law

If disputes arise between the client and realtor with regard to this agreement they will be submitted exclusively to the competent Dutch court. Only Dutch law applies to this agreement. The client and realtor agree that before a dispute is brought before the competent court, an internal complaints procedure (see Article 18) is first completed with the aim of ensuring that the conflict is resolved internally / amicably.

Article 18: Complaints procedure

Complaints about the implementation of the agreement and / or objections to invoices must be received no later than two weeks after the payment date, or after the problem arises, be made known in writing or digitally via info@orealestate.nl.

The realtor makes every effort to respond to the complaint as soon as possible.

Please note that submitted complaints or objections do not suspend the payment obligation.

Article 19: Deviation and change

Individual deviations must be recorded in writing or electronically between the realtor and the consumer.

Version 2019-2020

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