

# **General terms and conditions ConnectHouses B.V.**



# TABLE OF CONTENTS

1.	PERTINENCE
2.	TERMS AND DEFINITIONS
3.	PAYMENT
4.	DELIVERY PERIOD
5.	WARRANTY
6.	HULLED
7.	LIABILITY 3
8.	CONTENTS
9.	AMENDMENTS3
10	. FINAL PROVISIONS 3
11	. STRAIGHT



#### 1. PERTINENCE

1.1 These terms and conditions apply to all products and services that ConnectHouses B.V. provides.

## 2. TERMS AND DEFINITIONS

- 2.1. Client: A company or person that purchases a product from ConnectHouses B.V. or uses one or more services provided by ConnectHouses B.V.
- 2.2. Media: all channels used for the services of ConnectHouses B.V. (such as magazine, brochure, publication, information bulletin, website, telephone, letter, fax, e-mail and social media).
- 2.3. Product: tangible good, supplied by ConnectHouses B.V., not being a service.
- 2.4. Service: provision of information, advice, intermediation service, ongoing services and/or collective advocacy.
- 2.5. Information: any data or information provided by ConnectHouses B.V.
- 2.6. Tangible good: Promotional material and in the broadest sense of the word a tangible product from ConnectHouses B.V.
- 2.7. Advice: giving an opinion/views on a particular individual case or issue on the basis of the standards of knowledge and skills applicable at the time and on the basis of information provided by the client. There are no guarantees for this opinion.
- 2.8. Mediation services: Services where ConnectHouses B.V. acts as an intermediary.
- 2.9. Listings: The offers that a user of the ConnectHouses B.V. platform places on www.connecthouses.com, www.connecthouses.eu.
- 2.10. Ongoing services: legal, tax and financial treatment of cases in which transactions are carried out on the basis of a contract, unless otherwise agreed.



- 2.11. The agreement with ConnectHouses B.V. commences on the first day of the month following the month in which the agreement of the assignment is signed and lasts twelve months. If, before the end of the fixed-term contract, the client has not terminated the contract, the contract shall be continued in a contract of indefinite duration.
- 2.12. The agreement ends:
- 2.12.1. By written notice of termination by the member with due observance of a notice period of 120 days, unless ConnectHouses B.V. explicitly and in writing agrees to a shorter term...;
- 2.12.2. By the cessation of a client's existence;
- 2.12.3. By notice of termination by ConnectHouses B.V.
- 2.13. Based on the fact that the client does not fulfil its obligations towards ConnectHouses B.V., ConnectHouses B.V. may terminate the agreement;
- 2.14. If the contract is terminated before its expiry date, the monthly rate shall nevertheless remain payable during the period of notice. Contrary to the above, in the event of termination of the membership due to the end of its existence, the annual contribution shall be due pro rata.

#### 3. PAYMENT

- 3.1 The rates laid down in the agreement as well as the costs of placing orders and the costs of products and services must be paid in the manner indicated by ConnectHouses B.V.
- 3.2. The monthly rate set out in the agreement is paid monthly in advance by direct debit or a monthly invoice unless otherwise specified.
- 3.3. In the event of non-payment without a reason accepted by ConnectHouses B.V., ConnectHouses B.V. may discontinue any form of further services until the due payment has been received.
- 3.4. ConnectHouses B.V. may proceed to collection measures in the event of non-payment, late payment or incomplete payment after a second reminder. Related costs will be charged to the client.



- 3.5. For payments via the ConnectHouses B.V. website, the website contains a description of the payment procedure.
- 3.6. All prices and rates of ConnectHouses B.V. are exclusive of 21% tax, unless stated otherwise by ConnectHouses B.V.
- 3.7. Prices and rates may change due to uncontrollable factors, such as inflation.

## 4. DELIVERY PERIOD

4.1 When ordering products and services, a starting date is always mentioned.

# 5. WARRANTY

- 5.1. In order to be able to respond quickly to any complaints about the service and to limit any damage, the customer is obliged to report complaints to ConnectHouses B.V. as soon as possible.
- 5.2. If the services of ConnectHouses B.V. do not meet the reasonable expectations of the customer, both parties will agree on the expectations and possibilities.
- 5.3. The customer has the right to cancel the agreement without consequences up to fourteen days after entering into the agreement.

# 6. DISPUTES

- 6.1. In case of disputes, we always try to find a solution by mutual agreement.
- 6.2. If the parties are unable to resolve the dispute between them, a mediator is authorized to handle disputes between the parties.
- 6.3. When a conflict is settled by a judge, this is done in a court in the province of Overijssel in The Netherlands.



# 7. LAIBILITY

- 7.1. ConnectHouses B.V. is not liable for any financial loss, personal injury and/or any other forms of damage.
- 7.2. By entering into an agreement, the client is obliged to provide ConnectHouses B.V. with all available information. The client also gives permission for ConnectHouses B.V. to apply the information provided to the media at the choice of ConnectHouses B.V. The client is responsible for supplying the correct information.

## 8. RESERVED RIGHTS

- 8.1. Services are provided exclusively for the direct use of the client. Services are made available to third parties entirely at the risk of the client of ConnectHouses B.V. as referred to in these terms and conditions.
- 8.2. Any form of taking over of services for the purpose of exercising a profession or business is prohibited.
- 8.3. If the agreed maximum number of listings as stated in the agreement is exceeded, ConnectHouses B.V. will contact the client. ConnectHouses B.V. will propose to modify the agreement. If the parties are unable to reach a new agreement, ConnectHouses B.V. is authorized to reduce the number of listings to the agreed maximum number of listings. The listings to be deleted will be randomly selected by ConnectHouses B.V.

#### 9. AMENDMENTS

9.1. ConnectHouses B.V. is constantly striving to improve its products and services. It may therefore be necessary to amend these conditions. ConnectHouses B.V. reserves the right to amend the general terms and conditions at any time. After the amended general terms and conditions have been sent, these will apply fourteen days after they have been sent. In the media of ConnectHouses B.V. the applicable general terms and conditions are mentioned.



# 10.FINAL PROVISION

10.1. These general terms and conditions shall enter into force on 1 January 2019. The terms and conditions have been filed with the Chamber of Commerce.