

Terms and Conditions | Relocation Solutions

1. Appointment

You appoint Relocation Solutions (referred to as “us” or “we” below) as your agent to carry out the services indicated by your choices from the date of the completed Intermediary Agreement. By signing this Agreement you acknowledge that you have read our website as at the date of this agreement and understand the services that are included.

2. Liability to pay our fees and/or commission

2.1 You hereby agree to pay the relevant fees for the relevant service (as such fees are described on our website as at the date of this agreement). You understand that we cannot commence work until we have received the relevant fee.

2.2 If the relevant service entitles us to any commission (as described on our website as at the date of this agreement), you agree to pay our commissions if:

(a) you exchange contracts for the renting or purchase of, or any other dealing with, any property introduced, or previewed on your behalf, by us in the period of our appointment;

(b) you exchange contracts for the renting or purchase of, or any other dealing with, any property with a person introduced to you by us during the period of our appointment; or

(c) you occupy (whether under licence, lease or otherwise) any property introduced, or previewed on your behalf, by us in the period of our appointment.

For the avoidance of doubt, the phrase “introduced by us” where used in these terms refers to:

(i) in the context of persons introduced, any person or entity who has become aware of your interest in property in the relevant area as a result of any action taken by us, whether directly or indirectly. Such actions may include, without limiting the range of such actions:

- ~ our enquiries of, discussions or negotiation with, such persons or their agents;
- ~ the passing of any information about you or your agents to such persons or their agents or any information about such persons or their agents to you or your agents; or
- ~ any communications or correspondence (oral, written or electronic) between us and any other person or entity);

even if such actions did not cause the exchange of contracts or occupation; and

(ii) in the context of property introduced, any property or any interest property which you have become aware of as a result of any action taken by us, whether directly or indirectly. Such actions may include, without limiting the range of such actions:

- ~ the passing or direction to you of any information about the relevant land or property; or
- ~ any communications or correspondence (oral, written or electronic) between us and any other person or entity);

even if such actions did not cause the exchange of contracts or occupation.

3. Payments

Please note that:

(a) if contracts are exchanged and completion or occupation does not take place, you agree that we are still entitled to be paid our commission and these shall be paid within 10 days of the date that they would otherwise have been due; and

(b) if you requested us to complete a deal for a chosen property and you cancel on the deal after being approved, you agree that we are still entitled to be paid our commission and these shall be paid within 10 days of the date that they would otherwise have been due;

If any payment due to us is not made within 10 days of the due date we reserve the right to charge interest in line with Dutch Law.

4. Accuracy of information

4.1 We have a legal duty to ensure that all information passed to you about any property is accurate and does not mislead. However, we cannot be responsible to you for the accuracy of any information provided to us by the owners or sellers of properties or their agents.

4.2 We will strive to ensure that all information given to you about an area is accurate. However, we cannot guarantee any aspects of the area, for example, the provision of services, the availability of school places or the flow of traffic.

5. Other legal and compliance matters

5.1 Rental portfolio and documentation

Home owners and rental agencies will require us to establish your identity and turn over proof of your financial portfolio (Employment contract/savings/otherwise). We therefore cannot undertake any negotiation and brokering work until we have seen or received the original copy of your passport and financial/employment portfolio. If we are instructed by more than one person, we will need to be satisfied about the identity of each. If you are a company or a partnership, we will need such information for each director or each partner.

5.2 If you, for whatever reason, provided us with wrongful information upon hiring or cannot provide us with the required paperwork within 24h after expressing your interest of renting/buying a property, then your assignment will be terminated. In this Depending on the work already executed during your assignment, you agree that we can charge you half of the discussed final payment, for our time invested and wasted.

6. Our services and our liability towards each other

You are encouraged to consider deals within and around the requirements agreed upon and will take all possible action in connection with any rental or purchasing deal.

6.1 Our agreement may be terminated when rental or purchasing options within or around your requirements are being rejected multiple times and when there is no clear indication or faith that this pattern is going to change. Since we do value our clients, we will usually express our concerns before considering termination.

6.2 Our agreement may be terminated when you are unresponsive and/or irresponsible after you've expressed your interest in a property. We invest a lot of time, energy, expertise, negotiation tactics and resources into you, hence why we expect the same level of dedication and responsibility in return.

6.3 Our agreement may be terminated in case of behaviour or language (rude, violent, racist, discriminating, etc) used towards either our team, landlords, agencies or otherwise related to the assignment.

6.4 Our administrative fee covers our expenses to initiate your assignment, conduct an intake (phone and/or e-mail) and properly instruct our team. The administrative fee doesn't cover further expenses made for you and is non-refundable.

6.5 Apart from those services described on our website, we do not offer legal, surveying, financial, tax, accounting or any other services. We therefore cannot be liable to you for any losses, costs or expenses arising from matters which we are not qualified to advise on.

7. Our agreement

By signing the Intermediary Agreement, you and we agree that:

(a) the Intermediary Agreement and our Terms and Conditions contain all the agreements and understandings between us relating to our services and replace any previous such agreement between us;

(b) in accepting these terms you are not relying on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to our services;

(c) these terms can only be varied with your and our express agreement in writing; and

(d) if a court decides or the law declares that any part of these terms may not apply or are invalid the terms shall continue to apply but as if the invalid or inapplicable part had been deleted from this copy of them.

8. Governing Law

Our agreement and these terms and conditions shall be governed by and construed in accordance with Dutch law.