



Terms and Conditions of Financieel Fit

1. Definitions

1.1 The user of these terms and conditions is Hypotheekservice BV, also operating under the name Financieel Fit, and the Insurance Advisor whose central organization is based in Putte, registered with the Chamber of Commerce South-West Netherlands under number 37115803 and with the Dutch Authority for the Financial Markets (AFM) under license number 12016592, hereinafter referred to as "Financieel Fit."

1.2 The counterparty to Financieel Fit is any individual, legal entity, or partnership with whom Financieel Fit has entered into an agreement or service contract, or to whom a quote, calculation, (financial) advice, and/or offer has been made, whether in draft form or not. Although multiple counterparties may be involved, they will hereinafter be referred to as "the Client."

2. Applicability

2.1 These Terms and Conditions apply to every draft quote, advice, and/or offer issued by Financieel Fit to the Client, as well as to every agreement of any nature between Financieel Fit and the Client, including service contracts.

2.2 These Terms and Conditions are also concluded for the benefit of (former) directors and employees of Financieel Fit.

2.3 Any differing terms and conditions referenced by the Client upon entering an agreement or otherwise are hereby expressly rejected and declared inapplicable by Financieel Fit, unless Financieel Fit has explicitly and unconditionally accepted these alternative terms in writing.

3. Scope and Execution of Services

3.1 All quotes, advice, and/or offers made by Financieel Fit, whether in draft form or not, including the timelines and rates mentioned therein, are non-binding unless specific terms have been agreed upon in writing between Financieel Fit and the Client.

3.2 In performing its services, Financieel Fit will, when applicable, make reasonable efforts to achieve a specific outcome for the Client, though no guarantee can be provided in this regard.

3.3 Financieel Fit reserves the right to refuse a Client's order without providing the underlying reasons.

3.4 For digital or electronic requests and/or applications submitted by the Client to Financieel Fit, the Client must verify receipt of these requests and/or applications by Financieel Fit if the Client has not received a confirmation of receipt within 48 hours of dispatch.

3.5 Any information provided digitally or electronically by Financieel Fit, whether via the internet or otherwise, is non-binding and cannot be considered formal advice unless explicitly stated otherwise.

4. Fees and Payment

4.1 Financieel Fit is required to establish, at the time of agreement with the Client, the method by which its services will be compensated. In principle, this fee will be calculated based on an activity-based rate in accordance with the Service Document. In exceptional cases, the fee may be calculated on a commission basis and/or an hourly rate.

4.2 If and insofar as the fee for Financieel Fit's services is calculated on a commission basis, the amount due will be, if possible, offset against an amount received from a third party by the Client or included in the premium paid by the Client to a third party and/or processed in the invoice received by the Client.

4.3 The administration of Financieel Fit serves as the basis for calculating the amounts due by the Client for the services provided by Financieel Fit, unless proven incorrect by the Client.

4.4 Changes in fees resulting from government-imposed taxes and/or levies will be passed on to the Client.

4.5 Financieel Fit is authorized to increase agreed fees mid-term if cost increases arise in materials and/or services necessary for the agreement's execution, and/or other costs impacting the cost price of services rendered by Financieel Fit.

4.6 Payments by the Client must be made within 14 days of the invoice date in the manner specified by Financieel Fit. The Client is aware that non-payment or late payment of billed amounts may prevent agreed-upon services from being provided. Collection will occur via direct debit, with service subscriptions also collected by automatic debit as follows:

- The Client receives an annual invoice for a service subscription, payable in 12 monthly installments.
- All collections occur on the last day of the month. If the last day falls on a weekend, collection takes place on the next business day.
- If the Client disagrees with a payment, they may request a refund within 30 business days via their bank.
- If a collection cannot be processed or if the Client has returned the debit, it will be reattempted a month later, considered a payment reminder, with a €10 administration fee per reminder.
- If after a reminder collection still cannot be processed, all rights arising from the service subscription will lapse.
- Changes in the bank account must be promptly reported by the Client to Financieel Fit in writing (via email).
- For efficiency and cost considerations, communication regarding automatic debits between Financieel Fit and the Client will be conducted as much as possible via email.
- By signing the service subscription application form, the Client agrees to these automatic debit provisions.

4.7 If an invoice is not paid within the payment period, statutory interest is due on the invoice amount without requiring notice of default. If a collection cannot be executed or the Client reverses the payment, it will be reattempted after a month and treated as a payment reminder with a €10 administration fee per reminder.

4.8 If payment is not made after a reminder, extrajudicial collection costs will be charged at 15% of the invoice amount, with a minimum of €15.

4.9 Payments made by the Client will first be applied to outstanding interest and costs, then to the oldest outstanding invoices, even if the Client specifies otherwise.

4.10 If one or more invoices remain unpaid by the Client, Financieel Fit may suspend its services, notifying the Client in advance.

5. Engagement of Third Parties

5.1 Financieel Fit is authorized to engage third parties in the performance of services if and insofar as Financieel Fit considers it necessary given the nature of the assignment. Financieel Fit will inform the Client of this in advance, and the associated costs will be charged to the Client.

6. Information Provided by the Client

6.1 The Client is required to provide all relevant information requested by Financieel Fit that is necessary for the careful execution of the contracted services.

6.2 The responsibility for the accuracy and completeness of the information provided to Financieel Fit rests with the Client.

6.3 If the required information is not provided by the Client, even after repeated requests, Financieel Fit may suspend the execution of the contractual services.

7. Limitation of Liability

7.1 Any liability of Financieel Fit, its directors, and its employees in issuing quotes, advice, and/or offers, whether in draft form or not, as well as in performing an agreement, is limited to the amount covered by Financieel Fit's professional liability insurance.

7.2 If no payment is made under the professional liability insurance for any reason, liability is limited to the total fee charged to the Client for the assignment, up to a maximum of €5,000.

7.3 Services provided by Financieel Fit are exclusively for the benefit of the Client. Third parties cannot derive any rights from the work performed.

7.4 The following damages are excluded by Financieel Fit, except in cases of intent or deliberate recklessness:

- Damages resulting from incorrect, incomplete, or untimely information provided by the Client.
- Damages due to errors in software or other computer programs used by Financieel Fit that cannot be recovered from the relevant supplier.
- Damages due to the Client's non-payment of premiums for insurance and/or agreements arranged by Financieel Fit.
- Damages due to third parties engaged by Financieel Fit as per Article 5.

8. Force Majeure

8.1 In cases of force majeure, Financieel Fit is not obliged to fulfill contractual obligations.

8.2 Force majeure includes situations such as fire, strikes, riots, war, and attributable failures by engaged third parties.

9. Termination and Dissolution of Agreement

9.1 The Client and Financieel Fit have the right to dissolve the agreement if the other party, even after a written notice of default, fails to meet contractual obligations.

9.2 The Client is required to fulfill payment obligations that arose before termination.

9.3 The Client and Financieel Fit may immediately terminate the agreement if the other party is declared bankrupt, applies for a moratorium on payments, or is dissolved.

9.4 Upon termination, these Terms and Conditions remain in force as far as possible.

10. Confidentiality and Privacy

10.1 Financieel Fit and the Client commit to maintaining confidentiality of all information obtained through the agreement, deemed confidential.

10.2 Personal data provided by the Client will only be used by Financieel Fit for contractual purposes.

10.3 Exceptions to 10.1 and 10.2 apply if required by law or public order.

11. Applicable Law and Dispute Resolution

11.1 Dutch law applies to all proposals, quotes, offers, and agreements between Financieel Fit and the Client.

11.2 Financieel Fit is affiliated with KiFiD. Disputes between Financieel Fit and the Client can be submitted to the Financial Services Disputes Committee of KiFiD or a Dutch civil court. Financieel Fit agrees in advance to any binding advice from KiFiD if the dispute involves an amount not exceeding €15,000.

11.3 Financieel Fit may opt out of KiFiD if a dispute exceeds €15,000.

12. Final Provisions

12.1 Deviations from and/or additions to these Terms and Conditions are valid only if agreed in writing.

12.2 If any clause of these Terms is found invalid, only that clause will be disregarded; all other clauses remain fully applicable.

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