



# COMMISSION FOR THE PROVISION OF SERVICE

**And our General Terms and Conditions**

# Appendix 1



DESCRIPTION

of the

WORK



## **Step 1: Initial appointment, survey**

In this phase we calculate the maximum mortgage for you and the monthly costs that this will involve. We also provide indications of interest percentage rates and the premiums. We analyse whether or not the mortgage that you want is justified given the various risks during its duration. The outlines of our advice are drawn in this phase and discussed with you.

- Obtaining and setting out your specific wishes and needs;
- Obtaining and setting down your financial position and your equity position;
- Ascertaining your risk tolerance for the duration (inability to work, unemployment, death);
- Checking the information obtained against your income, assets, policy and mortgage documents;
- Analysis of you current and future income and asset positions.

## Step 2. Analysis and calculation

In this phase we obtain all the information required, which is in your interest. This specific information is needed in order to be able to assess what the possibilities are and to provide you with suitable advice. Furthermore, we are legally obliged to gather all the relevant information in order to provide you with suitable advice.

- Checking and calculating what you could responsibly borrow on the basis of your financial position and wishes;
- Investigating the possibilities of obtaining a National Mortgage Guarantee;
- Calculating and determining potential shortfalls in case of inability to work, unemployment and demise;
- Assessing the need to provide a bridging loan;
- Comparing the various structures of financial products from different providers;
- Itemising the tax consequences for you, based on the information you have provided;
- Comparing product terms and conditions, interest positions and insurance premiums.

### **Step 3. Advisory phase**

In this phase, we establish your final profile and draw up our integrated advice. We draw up an extensive and thorough advisory report. We will discuss this report with you in a video call and provide further information.

- Establishing goals and desires based on your financial capacity and the information we provide;
- Formulating and writing the final integrated advice in an extensive and thorough advisory report;
- Providing an explanation of the advice using the advisory report;
- Establishing whether or not you are going to follow the advice or whether you require some adjustments made.

## Step 4. Negotiation phase

The advisory process is complete. After you have bought a house, we will help you with requesting a binding mortgage offer. We will also continue to monitor your mortgage file until the lawyer's documents have been sent.

- Monitoring the offer process from the advised mortgage provider and checking the offer(s) received;
- Discussing and providing information on the mortgage offer(s);
- Sending the signed offer(s) to the bank and / or the insurance company;
- Ensuring your file is complete and assisting in sending all of the required documents;
- Providing progress checks with the banks and insurance companies;
- Providing a bank guarantee and any bridging loans that may be needed;
- Checking the mortgage deeds and the lawyer's invoices and checking any policies and the file as a whole.

### Point to consider - financing condition

In the Contract of Sale for the property you are purchasing (if this is without a Mortgage Guarantee Certificate©) there is usually a financing condition. We will do our utmost best to obtain clarity, whether positive or not, on your application for financing before the deadline for this passes. In this context, there is naturally, a requirement that we do our best but there is no requirement for results. If it is necessary, we will try to extend the duration of the financing condition. We are, however, not liable if it is not clear whether or not you will obtain the necessary financing before the financing condition deadline.

## Step 5. After care for the duration of the loan

After care is an important (and legally required) element of our service provision to our clients. And it ensures that the operations that have to be carried out for the duration of the mortgage are indeed carried out. Since the ban on commission was introduced, we offer our clients a service subscription for this.

- **Basic After Care:** Once our services have been provided in obtaining a mortgage, we assist you with any changes to your mortgage and mortgage insurance policies (inability to work, unemployment and demise). This includes monitoring the end of a fixed-interest period, intermediary adjustments to the interest rate, and assisting you if you want to pay off additional amounts. We provide support and guidance for unexpected inability to work, unemployment and demise. And an update meeting every three years in which your mortgage and mortgage insurance policies are adjusted should the situation require it.
- **Comprehensive After Care:** In addition to the basic work, we actively approach you with the offer of services that you would not normally be expected to contact us for. This could include information on whether there is something better, cheaper or different and there is a monthly consultation hour for all your questions. These could include changes to the debt/market value relationship, which would give you the right to additional interest rebate. Or an early setting of a fixed interest period.
- In addition to any service subscription we also offer you the opportunity to pay a fixed amount for each transaction for after-care and management.

# Appendix 2



## GENERAL TERMS AND CONDITIONS



## DEFINITIONS AND PREAMBLE

Client: the consumer or customer who issues a commission to the Service Provider or the person who maintains a (business) relationship with the Service Provider, and hereinafter referred to as "the Client". These General Terms and Conditions are applied by the Service Provider. The Terms and Conditions are equally applicable to the Directors of the Service Provider and to all those persons working for the Service Provider. The applicability of these Terms and Conditions remains in force even after the above-stated Directors and/or persons are no longer engaged by the Service Provider.

The Client is the person to whom the Service Provider has provided a quotation, made an offer or with whom the Service Provider has entered into an agreement. This may be either a legal entity or a natural person.

### Clause 1: applicability

1.1 These General Terms and Conditions are applicable to all quotations, offers and any acceptance of such by the Service Provider and/or any agreement entered into by the Service Provider in which the Service Provider undertakes to provide services or execute a commission. Any Purchase or any other Terms and Conditions referred to by the Client in the acceptance of an offer or in entering into an agreement are not applicable, unless such are accepted in writing and without reservation by the Service Provider. These Terms and Conditions are also applicable to agreements in which the Service Provider provides (financial) advice to the Client, whether or not invoiced for, unless otherwise agreed between the parties explicitly and in writing.

1.2 Deviations from and/or additions to these General Terms and Conditions are only binding to the Service Provider to the extent that these have been agreed, explicitly and in writing, between the Service Provider and the Client.

1.3 Should any provision in these General Terms and Condition be void or voidable, only the provision in question will be excluded, all other provisions will maintain their full applicability.

2.1 The Service Provider's offer and rates are non-binding unless explicitly stated otherwise

2.2 Any commissions given to the Service Provider shall imply a requirement to make the best possible effort but shall not require results.

2.3 An agreement shall be considered as entered into from the moment that the Service Provider has accepted a commission in writing. An agreement is only reached once the offer has been accepted in writing.

Any additional arrangements or alterations shall only be binding to the Service Provider once they have been confirmed in writing. The Service Provider is entitled to refuse any commissions issued to the Service Provider, without having to provide a reason.

2.4 Should the Client have made any (insurance) application either by e-mail or through the Service Provider's website, and not receive confirmation of receipt from (an employee of) the Service Provider within three working days of sending, then this message from the Client should be considered as not received. Should the Client wish to receive a reaction or a decisive answer within the period of 3 working days after sending any digital message from (an employee of) the Service Provider, the Client should ascertain him/herself that the message reached (an employee of) the Service Provider.

2.5 A digital response, to the information provided either through the Internet from the Service Provider, or at the request of the Client, is non-binding and should never be considered as advice provided by the Service Provider within the context of the commission, unless and to the extent that this is otherwise as stated by the Service Provider.

2.6 The Service Provider is entitled to suspend the execution of the agreement if he/she suspects, on reasonable grounds, that the Client is not in a position to meet the commitments under the agreement, which may include the payment of amounts owed to the Service Provider. A similar entitlement is applicable if the Service Provider is waiting for the Client to make a deposit or provided securities as meant in Clause 6.2.

2.7 The Service Provider will execute the commission with care and to the extent that advice is provided, will confirm this in writing.

2.8 If it has been agreed that the commission is to be executed in phases, the Service Provider may postpone those works that belong to a subsequent phase until the Client has approved the results of the previous phase in writing.

2.9 If it has been agreed that the commission is to be executed in phases, the Client may, after the completion or one of more phases, withdraw the commission, on the condition that this is done in writing, and on condition that the payment of the fees for the phases up to the phase after which commission is being withdrawn, has been made.

### Clause 3: Engagement of third parties

In executing the commissions given, the Service Provider is permitted to make use of third parties, should this be necessary. As far as is possible, the Service Provider will consult the Client in advance of engaging any third party and will select the third party with all due care.

The Service Provider is not liable for any failings on the part of these third parties. The Service Provider will charge the Client for the engagement of the third parties in accordance with the prices as stated by the third parties.

### Clause 4: rates and payment

4.1 All prices stated by the Service Provider do not include VAT or any other government imposed tax.

4.2 The Service Provider is entitled to increase the prices agreed in the interim after a contract has been entered into if increases in the costs for executing the contract increase after the contract has been signed occur and/or should other costs increase that influence the Service Provider's cost price, to a maximum of 10%.

4.3 Any changes to the taxes or duties as imposed by the government will always be charged to the Client.

4.4 The Client should make the relevant payments within 14 days of the date on the invoice, in the manner as stated by the Service Provider, unless otherwise has been agreed in writing or is stated on the invoice. The Client must also be aware that the failure to pay, or to pay on time, the premiums charged to the Client for insurance taken out and/or other provisions, as negotiated by the Service Provider can have consequences for the Client in the form of no coverage being provided for the risk insured.

4.5 The Client is only permitted to charge the fees and amounts invoiced by the Service Provider by means of lodging a counter claim, or may only suspend payments associated with this counter claim to the extent that this counter claim has been accepted, explicitly and without reservation by the Service Provider or has been irrevocably set down by the court.

4.6 If the Client does not pay the fees or amounts owed within the stated period, the Client will be liable for the statutory interest on the unpaid amounts without any notice of default being required. If the Client should fail to pay the Service Provider the amounts still outstanding after a notice of default has been issued, the collection of such amounts may be passed to a third party. In such a case, the Client will be liable for the extra-judicial debt collection costs in addition to the total amount owned.

The level of such costs is fixed at 15% of the total amount to be collected with, however, a minimum of € 150 not including VAT, taking the statutory regulations into consideration.

4.7 The payments made by the Client will be considered to cover all of the interest and costs owed and then the oldest by issue date of the invoices payable, even if the Client states that these payments are with reference to a later invoice.

4.8 Should the creditworthiness of the Client provide, in the opinion of the Service Provider, reason to do so, the Service Provider is authorized to suspend services until the Client provides sufficient security for his/her obligation to pay.

4.9 The Service Provider is authorised to charge advances on the fees that will finally be charged to the Client. The provisions of clauses 4.1 up to and including 4.8 apply in full to such advances.

### Clause 5: Deadlines

Unless agreed otherwise in writing, the deadlines as provided by the Service Provider, within which time the Service Provider will have completed the commission issued, should never be considered as final deadlines.

### Clause 6: The Client's cooperation

6.1 The Client will provide all relevant information, whether or not requested, that the Service Provider needs to carry out the commission issued correctly. If information that is required for the execution of the commission or of services requested are not provided, not provided in time, or not provided in accordance with agreements made, to the Service Provider, or if the Client has failed to meet its duty (to provide information) in any other way, the Service Provider is authorized to suspend the execution of the commission.

6.2 The Client will report any claims, at the latest on the first following working day by the time stated below and in the manner stated below:

- By telephone: during office hours;
- In person: during office hours;
- Via Internet or by e-mail: 24 hours a day;
- Directly to the company: 24 hours a day.

6.3 The Client is him/herself entirely responsible for the accuracy and completeness of all information provided to the Service Provider.

#### Clause 7: liability

7.1 All liability, contractual or not, held by the Service Provider and its directors and employees, as well as any other persons as engaged by the Service Provider to execute the commission, is restricted to the amount that would be paid out by the Service Provider in the relevant case had there been no professional liability insurance, increased by the stated excess. Should interested parties so wish, further information on the professional liability insurance will be provided.

7.2 If the liability insurance as meant in Clause 7.1 should not provide coverage in a specific case, then the liability for the Service Provider and its directors and employees, as well as any other persons as engaged by the Service Provider to execute the commission is contractually and non-contractually limited in any case to the fees charged by the Service Provider for the commission that forms the basis for the claim for loss. If the commission falls under an SP contract, the liability for the Service Provider is limited to the amount of the annual fee for the year in which the event that led to the claim for loss occurred.

7.3 The Service Provider is never liable for indirect loss, consequential loss or business interruption loss.

7.4 The execution of the commission provided will only be carried out for the Client. No rights may be derived by third parties from the contents of the work carried out for the Client.

7.5 The Service Provider is never liable for any loss which arises from the provision of incorrect, incomplete or late information from the Client.

7.6 The Service Provider is never liable for any loss arising from software or other computer programming being used by the Service Provider unless the loss is reimbursed to the Service Provider by the supplier of the software or other computer programming.

7.7 The Service Provider is never liable for any loss arising from any messages, e-mail messages and/or messages through the Service Provider's website sent by the Client but that do not reach the Service Provider.

7.8 The Service Provider is never liable for any loss arising from the Client's failure to pay any premiums charged to the Client for any insurance policy or other measure negotiated for the Client by the Service Provider despite the appropriate summons having been made by the insurer or Service Provider.

7.9 The provisions as stated in this clause do not affect the Service's Provider's liability for loss caused by the deliberate intent or recklessness of the Service Provider's employees.

7.10 As soon as the Client has detected, or should have reasonably been expected to detect, possible grounds for a responsible claim, the Client is required inform the Service Provider of a claim for liability immediately, in writing, supported and substantiated by documentation, on pain of the suspensions of rights. Every claim for liability against the Service Provider lapses two years after the Client has informed the Service Provider, or should have informed the Service Provider, unless the case for liability has been declared as pending by the relevant court. The Service Provider is not liable to the Client as long as the Client has not met his/her obligations towards the Service Provider.

#### Clause 8: termination

8.1 The Client is initially authorised to terminate any contract with the Service Provider if the Service Provider itself, even after having been issued with a notice of default, remains culpably in default of meeting its obligations to the Client.

8.2 Obligations to pay arising from the period prior to the termination of the contract and/or are with reference to services already provided remain fully in force for the Client.

#### Clause 9: Force majeure

9.1. The Service Provider is not required to meet its obligations should it not be deemed reasonable to demand such from the Service Provider as a consequence of changes that have occurred to the circumstances prevalent at the time of entering into the contract, and are beyond the power of the Service Provider to affect.

9.2 Every unforeseeable circumstance should be considered as force majeure. The Service Provider's failure to comply with any obligation may not be considered as attributable to the Service Provider and may not be charged to the Service Provider in cases where the neglect or failure on the part of the Service Provider's suppliers, subcontractors, transporters and/or any other third party engaged, nor in the case of fires, industrial action, riots or rebellion, war, government measures which may include any prohibition of movement, and any other such circumstances which are of such a nature that nothing further may be expected from the Service Provider.

9.3 The Service Provider will inform the Client immediately if any circumstance of force majeure occurs. During the period that the circumstance of force majeure lasts, all deadlines accepted by the Service Provider to meet the contractual obligations will be suspended for the duration of the circumstance of force majeure, without the Client being permitted to terminate the contract or to make a claim for loss on the grounds of force majeure.

9.4 A circumstance of force majeure on the part of the Service Provider does not suspend the payment deadlines for invoices already issued by the Service Provider, nor does it diminish the right of the Service Provider to pursue the payment of such invoices.

9.5 If the circumstances of force majeure last for longer than one calendar month, the Client is authorised to terminate the contract.

Clause 10: Confidentiality and data protection

10.1 The Parties agree to mutual confidentiality with regard to all information of which they have become aware arising from the contract entered into with the other party and of which information they should reasonably be aware that it is to be considered as confidential and secret.

10.2 The personal information provided to the Service Provider by the Client shall never be used by the Service Provider, nor given to any third party, for any other purpose than the execution of the commissions or for the purpose of mailing to the Client except in cases when the Service Provider is required to provide information pursuant to the law or public order in the context of conducting its business and is required to provide information to the relevant body indicated.

10.3 If the Client objects to the recording of his/her personal information in any mailing list, to include that of the Service Provider, the Service Provider will remove the relevant information from the relevant files on the written request of the Client.

Clause 11: amendments to General Terms and Conditions

11.1 The Service Provider is authorised to amend its General Terms and Conditions at any time as well as any relevant specific Terms and Conditions. As soon as this occurs, the Service Provider will make the latest version publicly available on its website. The Service Provider will immediately send a copy of the applicable General Terms and Conditions upon request to the Client.

11.2 The amendments are also applicable to contracts already signed and enter into operation from the moment that they are published on the Service Provider's website.

11.3 The Service Provider will always refer to the most recent version of the Terms and Conditions in all communications with the Client (by memo, invoice, e-mail etc.).

Clause 12: applicable law and disputes.

12.1 Dutch law is applicable on all offers and quotes from and contracts with the Service Provider.

12.2 Should the content of any contract between the Client and the Service Provider deviate from that which is determined in the General Terms and Conditions, the terms as stated in the contract between the Client and the Service Provider will prevail.

12.3 The Service Provider is affiliated to the Klachteninstituut Financiële Dienstverlening (Financial Services Ombudsman - Kifid). In any dispute arising from offers, quotes or contracts to which these Terms and Conditions are applicable, the choice may be made by the Client to have this dispute laid before the Disputes Commission, or before the Civil Court. Should the Service Provider have already been in accordance with advice provided by the Geschillencommissie Financiële Dienstverlening ('Binding' statement of advice), this is only for situations in which the dispute does not exceed € 10,000 (in words – ten thousand euros). If the dispute exceeds the above-stated amount, the Service Provider is not required to cooperate with the binding advice. If the dispute is taken to the civil court, the only civil court authorised to hear such a case is the civil court in the Service Provider's place of business.

Hilco Zijlstra

Mortgage Credit Adviser