

Service agreement

SIGNED

Stichting Huurteams Nijmegen, registered in the Dutch trade registry (Handelsregister) under no. 09192263, located at Toernooiveld 100, 6525 EC in Nijmegen (hereafter: **Huurteams**),

AND

Sir/madame _____,
living at the _____
with postal code _____ in _____
(hereafter: client),
IBAN _____ Incassant ID _____ (to be filled in by director)

AGREE UPON THE FOLLOWING:

Artikel 1 - Agreement

Huurteams and client agree that Huurteams will assist client as to the best of their abilities in the (legal) dispute with the other party.

Artikel 2 - Authorisation

The client authorizes Huurteams to do all that Huurteams, in and outside of judicial proceedings, deems useful or necessary to represent the interest of the client, including the initiation of one or more procedures by the Rental Committee (Huurcommissie).

Artikel 3 – Fees

1. Huurteams advances the fees that need to be paid to start a procedure at the Huurcommissie.
2. Client needs to reimburse the fees, if the fees are already paid and the client wishes to withdraw the procedure, no matter the reason for the withdrawal.
3. When client is convicted to pay the fees, client needs to reimburse the advanced fees for the procedures to Huurteams, no matter the reason for the conviction.
4. The invoice for the reimbursement in section 2 and section 3 needs to be paid within two weeks dated from the sending of the invoice.
5. Huurteams provides its primary services for free.

Artikel 4 - SEPA-authorisation

1. Client gives Huurteams the permission that if and when the client needs to reimburse the fees based on article 3 and does not pay them after the reminder, to send a one-off direct debit order to the client's bank.
2. When you do not agree with the direct debit, you can request before the moment the debit will be reduced from your account that the bank will not carry out the direct debit. You can also request 8 weeks after the direct debit to reverse it by contacting your bank. When you are of the opinion you did not give the authorisation, the term is 13 months.
3. When you withhold the direct debit without any valid reason, Huurteams will recover the additional costs from you.

Signature Huurteams

Signature client

Artikel 5 – Recording and processing of data

1. Huurteams respects your privacy and processes your personal data as a responsible for processing in accordance with the European General Data Protection Regulation (GDPR).
2. Huurteams records the following data:
 - a. Your name, address, contact info like your phone number and email address;
 - b. Correspondence about your complaint;
 - c. Legal documents for the benefit to protect your interest regarding your complaint;
 - d. Your IBAN-number
3. The aforementioned data shall be used only for the purpose of providing legal assistance, including: for the purpose of legal proceedings, providing the services and the annual report.
4. The data that will be published in the annual report will be anonymised so that your privacy will be guaranteed.
5. Huurteams does not provide data to third parties, unless Huurteams is legally obligated to do so based on legal obligations or a court order to prevent, detect or follow up criminal offences or if it is necessary to protect the rights and freedoms of others.

Artikel 6 – Risks and liability

1. Barring article 3, the services of Huurteams are free services. Huurteams therefore has no obligation receive certain results, merely an obligation to make an effort to get as good a result as possible. Client is aware that Huurteams is a non-profit organisation that mainly works with expert volunteers.
2. The aforementioned in section 1 also means that Huurteams cannot give any guarantees regarding the outcome of the dispute. Client acknowledges that no representative of Huurteams has made any promises in this regard. Huurteams, its employees and its auxiliary persons can therefore in no way be held liable for the damage, however named or for whatever reason, unless there is a serious error on the part of Huurteams that caused the damage.
3. Insofar as there is an agreement for provision of services within the meaning of Article 7:400 of the Dutch Civil Code, all assignments are deemed to have been exclusively given to and accepted by Stichting Huurteams Nijmegen, even if it is the explicit or tacit intention that an assignment will be carried out by a specific person.
4. Insofar there is an agreement of provision of services as stated in section 3, the effect of articles 7:404 BW and 7:407 section 2 of the Dutch Civil Code, which gives joint and several liability in case two or more persons have received an assignment, is completely excluded.
5. Should, for whatever reason, the liability of Stichting Huurteams Nijmegen take place, that the liability is limited to an amount of € 1000,-.

These conditions have been established as such by the board of Stichting Huurteams Nijmegen on March 14, 2017.

Stichting Huurteams Nijmegen
On behalf of

Client

Name: _____
Date: _____
Signature: _____

Name: _____
Date: _____
Signature: _____