Terms and conditions

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These terms and conditions apply to every assignment you give Vindo to find tenants for your property. They explain what we do, what we expect from you, what it costs, how payment and termination work and how we handle complaints.

1. Definitions

In these terms:

- Vindo: Julian Stoop, handelend onder de naam Vindo (the contractor).
- Client: the owner or manager of a Property who gives Vindo an assignment, acting in the course of their profession or business.
- Agreement: the agreement for services and brokerage between Vindo and the Client.
- Property: the space or spaces named in the Agreement, such as garage boxes, storage units, warehouses or commercial space, with all their units.
- Listing: an offer of the Property that Vindo creates and places.
- Enquiry: a response from an interested party to a Listing or to the Property.
- Candidate: any person or organisation that responded to the Property through Vindo or that Vindo introduced to the Client, including an organisation on whose behalf they responded and a legal entity of which they are a director or majority shareholder.
- Lead register: the register of Enquiries that Vindo keeps for each Property.
- Transaction: a lease of (a unit of) the Property between the Client and a Candidate.
- Start fee: the one-off fixed fee the Client pays in advance.
- Success fee: the fee the Client pays per Transaction.
- In writing: also by email or through the Vindo client portal.

2. Scope

2.1 These terms apply to every offer made by Vindo and to every Agreement.

2.2 Vindo only works for clients acting in the course of their profession or business, not for consumers.

2.3 If the Agreement and these terms conflict, the Agreement prevails. The Client's own general terms and conditions do not apply.

2.4 The Agreement is concluded when both parties have signed it. Whoever signs on behalf of the Client declares that they are authorised to do so.

2.5 If a provision is void or is annulled, the other provisions remain in force. The parties replace that provision with a valid provision that comes as close as possible to its purpose.

3. The assignment and how it is carried out

3.1 Vindo writes the Listings, places them on channels Vindo considers suitable, answers Enquiries, asks about budget, intended use and start date, passes serious Candidates on to the Client and arranges viewings.

3.2 Vindo has an obligation of effort. Vindo does not guarantee any Transaction, time frame or rent.

3.3 The Client concludes the Transaction themselves. Vindo does not negotiate, does not give access to the Property, does not draw up a lease and does not check the identity or creditworthiness of Candidates.

3.4 Vindo works only for the Client and not for Candidates.

3.5 Vindo may have work carried out by others, such as someone who calls on behalf of Vindo. Vindo remains responsible for their work.

3.6 The Client:

- provides correct and complete details about themselves and the Property;
- has control over the Property and is entitled to let it (or have it let);
- ensures that the Property may be used as stated in the Listing;
- approves the Listing texts before they go online;
- reports within 2 working days if the Property or a unit is no longer available;
- responds within a reasonable time to Candidates that Vindo passes on.

4. Start fee and success fee

4.1 The amount of the Start fee and the Success fee for each Property is stated in the Agreement.

4.2 Vindo starts as soon as the Start fee has been paid and the Listing texts have been approved. If Vindo does not start within 10 working days after that, the Client may dissolve the Agreement and receives the Start fee back. Otherwise the Start fee is not refunded.

4.3 The Success fee is due per Transaction as soon as the Transaction is concluded, during the term of the Agreement or within 12 months after it ends. It does not matter whether the lease has already started or been paid.

4.4 If the Success fee is linked to the rent, it is based on the agreed basic monthly rent of the first full month, without discounts, rent-free periods, VAT or service charges.

4.5 Vindo keeps a Lead register. The Client reports to Vindo within 5 working days every lease they conclude for (a unit of) the Property, during the term and up to 12 months after the end of the Agreement, with the name or company name of the tenant, the start date and the monthly rent. Vindo checks whether the tenant is a Candidate and uses the report for that purpose only.

4.6 If the Client does not report a Transaction, or not in time, they pay, in addition to the Success fee, an immediately payable penalty equal to one Success fee per unreported Transaction.

4.7 The Lead register serves as evidence that someone is a Candidate, unless the Client proves otherwise.

4.8 All amounts are exclusive of VAT.

5. Payment

5.1 Vindo invoices every fee. The Client pays by bank transfer within 7 days of the invoice date, quoting the payment reference on the invoice.

5.2 After the due date the Client owes, without notice of default, the statutory commercial interest (article 6:119a of the Dutch Civil Code) and the extrajudicial collection costs under article 6:96 of the Dutch Civil Code, with a minimum of € 40.

5.3 As long as an overdue invoice has not been paid, Vindo may suspend the work and take the Listings offline.

5.4 The Client may not set off or suspend a payment because of a complaint.

6. Term and termination

6.1 The Agreement runs for three months and is then extended by one month at a time, unless the Agreement says otherwise.

6.2 Either party may terminate the Agreement In writing at any time with a notice period of 14 days, also during the first three months.

6.3 Vindo may end the Agreement with immediate effect if the Client does not pay an invoice after a reminder, has provided incorrect information, or if the Property is no longer available.

6.4 After the end, Vindo takes the Listings offline within 5 working days. Article 4 (success fee, reporting duty and penalty), 5, 7, 9 and 11 continue to apply after that.

7. Liability

7.1 The liability of Vindo is limited to the total of the fees the Client paid under the Agreement in the 12 months before the event that caused the damage.

7.2 Vindo is not liable for indirect damage, such as lost rent, vacancy or missed opportunities, nor for what Candidates or tenants do or fail to do.

7.3 Vindo is not liable for damage caused by incorrect or incomplete information from the Client.

7.4 A claim against Vindo lapses if the Client has not reported it to Vindo In writing within 12 months of discovering the damage.

7.5 These limitations do not apply in the event of intent or deliberate recklessness on the part of Vindo.

8. Intellectual property and the client's material

8.1 The Client keeps the rights to the photos and texts they provide. They give Vindo permission to edit them and use them in Listings for as long as the Agreement runs.

8.2 The Client guarantees that they hold those rights and that the material does not infringe the rights of others. They indemnify Vindo against third-party claims about this.

8.3 The rights to texts that Vindo writes remain with Vindo. Once the Start fee has been paid, the Client may use those texts themselves to offer the Property.

9. Privacy

9.1 Vindo and the Client are each an independent controller of the personal data they process. Vindo processes personal data in accordance with its privacy statement at https://getvindo.nl/privacy.

9.2 The Client uses the details of Candidates passed on to them only to contact them about the Property, and deletes them when they are no longer needed for that purpose.

9.3 The Client ensures that the photos they provide do not show recognisable people or licence plates, unless they have permission for this.

10. Complaints

10.1 The Client reports a complaint about the work of Vindo within 14 days of discovering the problem, by email to jstoop288@gmail.com.

10.2 Vindo responds in substance within 10 working days and looks for a solution together with the Client.

10.3 A complaint does not suspend the obligation to pay.

11. Governing law and disputes

Every Agreement and these terms are governed by Dutch law. Disputes are submitted to the competent court in the district of The Hague (Den Haag).

12. Force majeure

If Vindo is temporarily unable to work because of force majeure, for example a disruption at an advertising channel or illness, the obligations are suspended. If the force majeure lasts longer than 30 days, either party may terminate the Agreement, without any right to compensation.

13. Changes to these terms

Vindo may change these terms. A new version applies to new Agreements. For an Agreement that is already running, it only applies once the Client has agreed to it.

Contact

These terms and conditions are those of Julian Stoop, handelend onder de naam Vindo, registered with the Dutch Chamber of Commerce (KvK) under number 99745305, located at Populierendreef 964, 2272 HG Voorburg. VAT number: NL005407240B07. Email: jstoop288@gmail.com.