

Terms & Conditions | Eternal Estates

These general terms and conditions apply to all offers, quotations, agreements, and services provided by and with Eternal Estates. Deviating terms and conditions do not apply unless expressly accepted in writing by Eternal Estates. Verbal agreements and/or promises made by employees of Eternal Estates, insofar as they conflict with these general terms and conditions, are only valid if they have been confirmed in writing. Eternal Estates reserves the right to unilaterally amend these terms and conditions. Eternal Estates will announce changes at least one month before they take effect through a written notice or via the Eternal Estates website.

IDENTITY OF THE REAL ESTATE AGENT

- Name: Eternal Estates
- Chamber of Commerce (KVK) Number: 85601217
- VAT Number: NL004118866B90
- Address: Langswater 508, 1069ED, Amsterdam
- Owner: Daniël Gino Barczak
- ID Number: 241243853

DEFINITIONS

For the purposes of these general terms and conditions, the following definitions apply:

- 'Client': Any natural or legal person who uses the services of Eternal Estates.
- 'Services': All services offered by Eternal Estates, including sales, rentals, holiday rentals, valuations, and consultancy.

SERVICES

Eternal Estates offers the following services:

- Sale and rental of real estate.
- Holiday rental of real estate.
- Valuation and appraisal of real estate.
- Consultancy on real estate and market developments.
- Rental of general concierge services such as cars, boats, and reservation services.

PAYMENT TERMS

- The client is required to pay the agreed amount according to the agreed terms.
- Payments must be made within 24 hours of receiving the invoice unless otherwise agreed in writing.
- If payment is not made on time, the booking will be canceled.



CANCELLATION POLICY

- For properties rented through Eternal Estates, clients can receive a 50% refund of their deposit if they cancel up to one month before the booking, provided that the booking falls under our own terms (e.g., our managed villas). After this period, the client will receive no refund.
- Please note that we also work with property owners who have their own booking terms and conditions. For every booking we make, clients are clearly informed in writing about which terms apply: ours or the owner's.
- Cancellation of other services, such as sales or rental assignments, is determined on a case-by-case basis and specified in the agreement with the client.

RESPONSIBILITIES OF THE CLIENT

- The client is responsible for providing all necessary documents and information required for the provision of our services.
- The client must provide accurate and complete information. Any damage or delays resulting from incorrect or incomplete information will be the responsibility of the client.

RESPONSIBILITIES OF THE REAL ESTATE AGENT

- Eternal Estates commits to providing professional and reliable services in accordance with applicable laws and regulations.
- Eternal Estates will make every effort to inform and guide clients as effectively as possible within the real estate market.

LIABILITY

- Eternal Estates is not liable for indirect damages or losses resulting from its services, except in cases of intent or gross negligence.
- Eternal Estates is not liable for any damage caused by the client to a property.
- Eternal Estates reserves the right to adjust prices and terms if necessary due to incorrect or altered information.

PRIVACY POLICY

- Eternal Estates respects the privacy of its clients and processes personal data in accordance with the General Data Protection Regulation (GDPR).
- Personal data is used solely for the execution of agreed services and will not be shared with third parties without consent unless legally required.

APPLICABLE LAW AND DISPUTE RESOLUTION

- These general terms and conditions are governed by Dutch law. However, as a Dutch company operating in Ibiza, Spain, we are also subject to all applicable laws there.



- Disputes will preferably be resolved through mediation. If mediation does not resolve the dispute, it will be submitted to the competent court in Amsterdam.

CHANGES TO THE TERMS AND CONDITIONS

- Eternal Estates reserves the right to amend these general terms and conditions.
- Clients will be notified in a timely manner of such changes in writing.

SIGNATURE

By signing, the client declares their agreement with these general terms and conditions.

