



GENERAL TERMS AND CONDITIONS SD ADMINISTRATION

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. **Cooling-off Period:** The period within which the consumer can exercise their right of withdrawal, as specified in these terms and conditions.
2. **Consumer:** A natural person who is not acting for purposes related to their trade, business, craft, or profession.
3. **Day:** Calendar day.
4. **Digital Content:** Data produced and delivered in digital form by SD Administration, such as email messages and online documents.
5. **Durable Data Carrier:** Any medium, including email, that enables the consumer or entrepreneur to store information addressed to them in a manner that allows future consultation or use for a period that matches the purpose for which the information is intended, and that allows for unchanged reproduction of the stored information.
6. **Right of Withdrawal:** The consumer's right to withdraw from the distance contract within the cooling-off period, as specified in these terms and conditions.
7. **Entrepreneur:** SD Administration, the natural or legal person offering services to consumers in the field of accounting, tax advice, and financial planning.
8. **Distance Contract:** A contract concluded between the entrepreneur and the consumer within the framework of an organized system for remote selling of services, where one or more techniques for distance communication are used exclusively or additionally until the conclusion of the contract.
9. **Technique for Distance Communication:** A means that can be used to conclude a contract without the consumer and entrepreneur being physically present, such as email, telephone, or an online platform.

Article 2 – Identity of the Entrepreneur

SD Administration is a company specializing in accounting and financial services. The company is located in Zoetermeer, Netherlands, and can be reached via info@sdadministration.com. SD Administration is registered in the Dutch Chamber of Commerce.

Article 3 – Applicability

These terms and conditions apply to all offers, quotations, and agreements between SD Administration and the consumer, unless otherwise agreed upon in writing. By using the services of SD Administration, the consumer agrees to these terms and conditions.

Article 4 – The Offer

1. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the services offered. The description is detailed enough to allow the consumer to make a proper assessment of the offer. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains information that makes it clear to the consumer what rights and obligations are associated with the acceptance of the offer.

Article 5 – The Agreement

1. The agreement comes into effect, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur will promptly confirm the receipt of the acceptance of the offer electronically. Until the receipt of this acceptance has been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur may, within legal frameworks, inform themselves about whether the consumer can meet their payment obligations, as well as about all facts and factors relevant to a responsible conclusion of the distance agreement. If the entrepreneur has good grounds based on this investigation not to enter into the agreement, they are entitled to refuse an order or request with justification or attach special conditions to the execution.

Article 6 – Right of Withdrawal

1. The consumer has the right to withdraw from the agreement for the supply of services and digital content not provided on a tangible medium within 14 days of entering into the agreement without providing reasons.
2. The cooling-off period of 14 days starts from the day the consumer enters into the agreement, or, in the case of a service agreement, from the day the first performance of the service begins.
3. The consumer can exercise the right of withdrawal by informing SD Administration in writing or via another durable data carrier of their decision to withdraw from the agreement. This can be done by sending an email to info@sdadministration.com.
4. SD Administration may ask the consumer for the reason for withdrawal, but the consumer is not obliged to provide their reasons.
5. If the consumer exercises their right of withdrawal, all payments received by SD Administration from the consumer, including any delivery costs (if applicable), will be refunded as soon as possible and in any case within 14 days of the day SD Administration receives the notice of withdrawal. The refund will be made using the same payment method as the original transaction, unless otherwise agreed.

6. If the consumer has requested the performance of the service to begin during the cooling-off period, SD Administration may charge an amount that is proportional to the part of the service that has already been provided at the time of withdrawal compared to the full performance of the service.
7. The right of withdrawal does not apply to services that have been performed with the consumer's explicit consent during the cooling-off period or to digital content that is immediately accessible and has been downloaded by the consumer.

Article 7 – Consumer Obligations During the Cooling-Off Period

During the cooling-off period, the consumer is obliged to handle the offered services with care and to inform SD Administration if the consumer wishes to withdraw from the agreement. The consumer must not use the offered services during the cooling-off period.

Article 8 – Exercising the Right of Withdrawal by the Consumer and Costs Thereof

To exercise the right of withdrawal, the consumer must inform SD Administration in writing via info@sdadministration.com. The costs of withdrawing from the agreement are to be borne by the consumer, unless otherwise stated.

Article 9 – Obligations of the Entrepreneur in the Event of Withdrawal

After receiving the notice of withdrawal, SD Administration will refund all payments made by the consumer, including any delivery costs, within 14 days of receiving the notice of withdrawal.

Article 10 – Exclusion of the Right of Withdrawal

The right of withdrawal is excluded for services that are specifically tailored to the consumer or that can quickly become obsolete. The right of withdrawal also does not apply to services that have already been performed with the consumer's consent during the cooling-off period.

Article 11 – The Price

The prices for SD Administration's services are as stated in the pricing and are exclusive of any taxes and additional costs unless otherwise stated. Prices may be adjusted periodically. The consumer will be informed of price changes in a timely manner.

Article 12 – Performance and Additional Warranty

SD Administration will perform the services with care and is obliged to comply with the agreed service provision. Additional warranties are only given if agreed in writing and apply to the extent permitted by law.

Article 13 – Delivery and Execution

SD Administration strives to perform the services on time and in accordance with the agreement. Delays will be communicated to the consumer as soon as possible, stating the reason and a new expected delivery time.

Article 14 – Long-Term Transactions: Duration, Termination, and Extension

For services that are provided regularly, such as accounting and tax advice, the agreement applies for an indefinite period with a monthly termination notice unless otherwise agreed. The consumer can terminate the agreement monthly unless otherwise stated in the agreement.

Article 15 – Payment

Payment must be made according to the payment terms stated in the quotation or agreement. If the consumer does not pay on time, SD Administration is entitled to terminate the agreement and/or charge statutory interest.

Article 16 – Complaints Procedure

Complaints about the services must be submitted in writing to SD Administration within 14 days of discovery via info@sdadministration.com. SD Administration will handle the complaint as soon as possible and offer a suitable solution.

Article 17 – Disputes

All disputes between SD Administration and the consumer are subject to Dutch law. Disputes will be submitted to the competent court in the district where SD Administration is located, unless otherwise agreed.

Article 18 – Additional Provisions

Additional provisions and deviations from these terms and conditions are only valid if agreed upon in writing. If a provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force, and the parties will negotiate a replacement arrangement that closely approximates the intention of the original provision.