

## **GENERAL TERMS AND CONDITIONS RENTAL AGREEMENT FOR HOUSING**

### **1 General**

- 1.1 These General Terms and Conditions form part of the rental agreement in which they are declared applicable. If the rental agreement differs from any stipulation of these General Terms and Conditions, the rental agreement will prevail, and the differing stipulation shall not be applicable in so far as the rental agreement differs from it.
- 1.2 Amendments to the rental agreement and/or these General Terms and Conditions may only be agreed upon in writing.
- 1.3 If any stipulation in the rental agreement or these General Terms and Conditions is null and void or voidable, the validity of the remaining stipulations will not be affected by it. That which is closest to what the parties would have agreed in a legally permissible manner if they had been aware of the nullity or voidability will be the applicable agreement instead of the nullified or voidable stipulation.
- 1.4 Where the rental agreement or the General Terms and Conditions do not stipulate, statutory provisions prevail. Where statutory provisions do not stipulate, the tenant and the lessor will try to come to an arrangement on the relevant matter by agreement and in fairness.

### **2 Availability, giving possession and acceptance**

- 2.1 If the rented housing is not available on the effective date of the rental agreement, the tenant shall not owe any rent or additional compensation until the day on which the rented housing is made available to him. Any and all obligations in this agreement, including the commencement term and rent instalments agreed upon, will be deferred to the date on which the rented housing is made available to the tenant. In this case, the tenant will not be entitled to dissolve the rental agreement or to any compensation, unless the rented housing was made available late due to any intentional act or serious omission on the part of the lessor.
- 2.2 The tenant will be liable for the rented housing as from the effective date of the rental agreement or, if the keys of the rented housing were made available to the tenant earlier than agreed upon, as from the date the tenant receives the keys.

### **3 Intended use of the rented housing**

- 3.1 The tenant will use the rented housing himself as housing accommodation in accordance with its intended use and will not change anything about it, unless the lessor has granted the tenant prior written permission thereto. The tenant is not authorized to designate any shed, storeroom, garage, etc., belonging to the housing as residential space. It is prohibited for the tenant to carry on a business and/or to exercise a profession in the rented housing or part thereof.
- 3.2 Upon continuation, the tenant shall provide the rented housing entirely with adequate furniture and furnishings.
- 3.3 The tenant shall ensure that neighbours do not experience nuisance or inconvenience caused by him, any household member, any pet or other animal or any third party present in the rented housing. If nuisance by the tenant or the struggle against it involves or has involved any third party, such as a mediating body, police, judicial authorities and care providers, the tenant shall, by signing the rental agreement, grant such third parties explicit, unconditional and irrevocable permission to make any and all relevant details regarding the nuisance or

reports thereof and their involvement therein available to the lessor upon the latter's demand thereto.

- 3.4 If the tenant alleges experiencing nuisance from any third party and the lessor is obliged to take action against it, the tenant shall fully cooperate with regard to the investigation to be conducted into said nuisance by the lessor and any measures to be taken against such third party, among other things by enabling the lessor to collect evidence of the nuisance by keeping a record of the nuisance, for instance. In case of nuisance from any third party, the tenant shall himself first endeavour to end it before approaching the lessor about it, on submission of evidence of his efforts.
- 3.5 The tenant shall use the rented housing continuously and daily as a good tenant. To that end, it is forbidden for the tenant, among other things, to pollute the living environment, to commit any offence in or from the rented housing which affects or may affect the rented housing and/or the living environment, to behave in an improper manner in or outside the rented housing and in the office and other spaces of the lessor and/or store substances and/or objects in the rented housing which constitute a fire and explosion risk or an environmental pollution risk, other than for normal household use.
- 3.6 The tenant shall continuously keep the rented housing as his principal residence. To that end, it is prohibited for the tenant to use the rented housing as a pied-à-terre, among other things. Each time the tenant ceases to have the rented housing as his principal residence, whether or not temporarily, he will be obliged to inform the lessor thereof beforehand and in writing, except if the stay elsewhere is temporary for vacation purposes of normal length. If there are obvious misgivings as to compliance with these obligations by the tenant, the burden of proving compliance with them lies with the tenant and the lessor will not have the burden of proving that the tenant fails to comply with this obligation.
- 3.7 If the tenant acts contrary to his obligation to maintain the rented housing as his principal residence continuously, he will be liable to forfeit an immediately payable penalty of €30 for each calendar day the infringement continues up to a maximum of €6,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or the dissolution thereof and compensation.
- 3.8 The tenant shall observe the oral or written rules and instructions from the lessor with regard to:
- a. the use of the rented housing;
  - b. the use of the installations and facilities present in the rented housing;
  - c. the maintenance of any garden(s) pertaining to the rented housing.
- 3.9 If the building or complex of which the rented housing forms part is or will be divided into apartments rights, the tenant will be obliged to observe the rules regarding the use arising from the deed of division, articles of association and standing orders. If any house rules have been established with regard to the rented housing, the tenant will be obliged to observe those rules when using the installations and facilities present in the rented housing.
- 3.10 Without the lessor's written permission, the tenant is not allowed to provide the rented housing with hard floor covering. Hard floor covering shall among other things be taken to mean woodblocks, parquet, laminate, tiles, lino, linoleum, marmoleum. The lessor may attach conditions to his permission, for example about the way in which sound insulation is applied. If the tenant acts contrary to this prohibition and if the lessor receives complaints about noise pollution from neighbours, the tenant will owe an immediately payable penalty of €20 for each day or part thereof the tenant refuses to replace the hard floor covering permanently with soft floor covering up to a maximum of €4,000.
- 3.11 Without the lessor's prior written permission, it is prohibited for the tenant to:
- a. use the rented housing otherwise than as residential accommodation;

- b. make changes and/or additions in, to or on the rented housing (including the installation of parabolic antennas or aerials for television and radio);
  - c. (where applicable) change and/or replace any present furniture and furnishings and/or take them outside the rented housing;
  - d. keep pets in the rented housing;
  - e. keep and/or store objects in the communal areas.
- 3.12 Any permission given by the lessor is a one-off permission and explicitly does not apply to subsequent cases. The lessor may attach conditions to his permission.
- 3.13 If the tenant acts contrary to the stipulations of article 3.12.a, he will be liable to forfeit an immediately payable penalty of €50 for each calendar day the infringement continues with a maximum of €10,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation.
- 3.14 If the tenant acts contrary to the stipulations of article 3.12.b, he will be liable to forfeit an immediately payable penalty of €40 for each calendar day the infringement continues with a maximum of €8,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation.
- 3.15 If the tenant acts contrary to the stipulations of article 3.12.c, he will be liable to forfeit an immediately payable penalty of €30 for each calendar day the infringement continues with a maximum of €6,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation.
- 3.16 If the tenant acts contrary to the stipulations of article 3.12.d, he will be liable to forfeit an immediately payable penalty of €25 for each calendar day the infringement continues with a maximum of €5,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation.
- 3.17 If the tenant acts contrary to the stipulations of article 3.12.e, he will be liable to forfeit an immediately payable penalty of €25 for each calendar day the infringement continues with a maximum of €5,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation. All co-tenants of the relevant communal area shall be jointly and severally liable to pay said penalty.
- 3.18 In case the lessor finds objects in the communal areas, the entitled party will be considered to have given them up unconditionally. The lessor will be entitled to remove the objects he finds without any further notice and to recover any costs incurred from the tenant. The lessor is not obliged to store the objects he removed, but if he does so, he may recover the costs incurred from the tenant. The lessor is not liable for any loss the tenant might suffer as a consequence thereof. The tenant indemnifies the lessor against any claims by third parties.
- 3.19 The tenant is obliged to use the communal areas and facilities in accordance with their intended use. It is prohibited for the tenant to change the intended use of the communal facilities and areas or the public spaces managed by the lessor in the surroundings of the rented housing.
- 3.20 Without the lessor's explicit written permission, the tenant is not allowed to sublet part of the rented housing and/or to allow one or more third parties to use it. This prohibition also applies to letting to third parties or allowing them to use the rented housing via internet sites such as Airbnb. If the tenant acts contrary to this prohibition, he shall owe the lessor a penalty of €1,500, increased by twice the then prevailing rent per day with a maximum of €50 for each day the tenant infringes said prohibition. This penalty is maximised at €10,000. If the lessor grants permission as referred to in the first sentence of this stipulation, the lessor will be

authorised to attach conditions thereto. Any permission granted by the lessor is a one-off permission and does not apply to other or subsequent cases/persons.

3.21 Without the lessor's explicit written permission, the tenant is not allowed to sublet the rented housing in its entirety, to allow one or more third parties to use it and/or to give the rental of the rented housing to one or more third parties. If the tenant acts contrary to this prohibition, he shall owe the lessor a penalty of €3,000, increased by twice the then prevailing rent per day with a minimum of €100 for each day the tenant infringes said prohibition. This penalty is maximised at €25,000. If the lessor grants permission as referred to in the first sentence of this stipulation, the lessor will be authorised to attach conditions thereto. Any permission granted by the lessor is a one-off permission and does not apply to other or subsequent cases/persons.

3.22 If there is a justified suspicion that the tenant is infringing the prohibitions of article 3.21 and/or 3.22, the tenant will be obliged to cooperate in an investigation by the lessor into the infringement by the tenant of said prohibitions, whereby the tenant will provide the personal details of the persons staying in his housing if so requested.

3.23 If there is a justified suspicion that the tenant is infringing the prohibitions of article 3.21 and/or 3.22, the lessor will provide facts and circumstances to substantiate that suspicion and the lessor will not have the burden of proving that the tenant actually infringed said prohibitions. If the tenant alleges that he did not or does not infringe said prohibitions, he will have the burden of proving at law and otherwise that he himself lives in the rented housing in its entirety and that he has lived there continuously, that it is and has continuously been his principal residence and that he has neither sublet the rented housing to any third party nor allowed any third party to use it.

3.24 It is prohibited for the tenant to grow hemp in the rented housing and/or keep it there, or to carry out any activities which are punishable under the Dutch Opium Act, such as preparatory acts for having, growing, processing, transporting, commercialising, etc., drugs as referred to in said Act. If the tenant infringes this prohibition, he will owe a €35,000 penalty by law, without prejudice to the lessor's right to full compensation in so far as the loss suffered exceeds the penalty forfeited.

3.25 It is prohibited for the tenant to offer food to animals from or in the immediate proximity of the rented housing.

3.26 Without the lessor's prior written permission, the tenant is not allowed to display publicity in whatever form in, to or on the rented housing or the building or complex of which the rented housing forms part.

3.27 Without the lessor's prior written permission, the tenant is not allowed to connect facilities or equipment to the ventilation and/or flues.

3.28 It is prohibited for the tenant to have the housing occupied by more persons than the housing is reasonably suitable for.

3.29 If any communal parking garage or car park is let together with the rented housing, the lessor has the right to designate one or more spaces thereof exclusively to garage vehicles of handicapped and/or elderly residents, without the tenant being entitled to a reduced rent and/or any compensation.

3.30 The tenant shall undertake to properly maintain any gardens pertaining to the rented housing and use them exclusively as an ornamental garden. It is therefore prohibited for the tenant to use the garden as a repair workshop, a parking place or garage space for vehicles (such as cars, motorbikes, caravans, bicycles, mopeds, scooters, boats, trailers, prams, etc.), or as a storage space for waste or whatever materials. To that end, the lessor may in

reasonableness and fairness give the tenant binding instructions. The records in the administration of the lessor are decisive with regard to the position, dimensions and orientation of the garden. Without the written permission of the lessor, it is prohibited for the tenant to place any planting which is or may grow higher than two metres. With regard to boundary partitions, the tenant is bound to comply with any and all statutory rules and regulations, (local) rules and the rental agreement, on the understanding that boundary partitions at the back are no higher than 1.80 m and those at the front are no higher than 1 m. The tenant is not allowed to change or remove any existing boundary partitions, sheds, wooden structures and other buildings. Sections 5:37 up to and including 59 of the Dutch Civil Code, which include rules for owners of neighbouring land, apply by analogy also to the tenant. No planting installed should result in any form of nuisance or inconvenience. The tenant is not allowed to make an exit in the garden if the garden borders a communal enclosed garden.

3.31 The tenant is liable for loss caused by any branches and other materials blown down in the garden and will indemnify the lessor against all such loss of third parties. The tenant is obliged to take measures to bring the rented housing into line with this stipulation on the lessor's demand thereto.

If the tenant fails to comply with the aforementioned obligations, the lessor will be authorised to carry out the relevant work (or have it carried out) at the expense of the tenant.

#### **4 Several liability, co-tenancy and registration**

4.1 If more persons have bound themselves as tenants, they are always jointly and severally liable and each for the total in respect of the lessor for any and all commitments arising from the rental agreement. This also applies to the tenant's heirs and other successors in title.

4.2 If more persons have bound themselves as tenants, they will not lose their tenancy by leaving the rented housing definitely. In that case too, the leaving contractual co-tenant will remain jointly and severally liable for the obligations under the rental agreement. A contractual co-tenant can only terminate the rental agreement together with the other contractual co-tenant(s) by giving notice.

4.3 On entering into the rental agreement, the tenant shall report to the lessor whether or not he is married or whether or not he has entered into a registered civil partnership. The tenant shall inform the lessor of the personal details of his partner. If the tenant marries or enters into a registered civil partnership after concluding the rental agreement, he shall immediately inform the lessor thereof in writing, stating the personal details of the partner.

4.4 If the right to tenancy of the tenant has terminated as a consequence of a divorce, legal separation or termination of the registered civil partnership, the tenant will be obliged to inform the lessor thereof in writing. He shall do this immediately after the court ruling to that end has become irrevocable. As long as the tenant has not informed the lessor in this sense, he shall remain liable in respect of the lessor for the compliance of any and all obligations under this rental agreement. If the co-tenant continues the rental agreement as tenant, he will be obliged to inform the lessor thereof forthwith in writing.

4.5 On commencement of the rental agreement, the tenant declares that he made a truthful statement of those belonging to his family/household. If there are any changes in this respect during the rental agreement, the tenant will be obliged to inform the lessor thereof forthwith in writing.

## **5 Annual rent adjustment and triennial rent review in the case of a decontrolled rental agreement**

- 5.1 If the rental agreement does not include any arrangements with regard to the annual rent increase, rent will in the case of a decontrolled rent as referred to in section 7:247 of the Dutch Civil Code be adjusted annually as per 1 July by operation of law, and therefore without the need for any notice or communication, on the basis of the maximum regular rent increase percentage in the case of a controlled rental agreement to be established annually by the competent Dutch Minister. Adjustment of the rent as referred to above shall not be made if it leads to a reduction of the most recently prevailing rent.
- 5.2 Without prejudice to the stipulations of the preceding paragraph, the lessor is authorised to demand an adjustment of the rent to the market value (rent review). A rent review cannot take place for the first time until 3 years, not being calendar years, after commencement of the rental agreement and subsequently always after a period of 3 successive years after the most recent rent review.
- 5.3 If the lessor wishes to make use of his authority to review the rent on the basis of the preceding paragraph, he shall make his wish to that end known to the tenant by registered letter within no more than 3 calendar months prior to the effective date of the reviewed rent.
- 5.4 In the case where the parties fail to reach agreement on the new rent 1 month prior to the effective date of the rent to be reviewed as proposed by the lessor, the rent will be determined by three experts in immovable property valuation by way of a binding advice. The experts will determine the rent on the basis of the market rental value of the rented housing on the effective date of the rent to be reviewed as proposed by the lessor. The experts will not consider circumstances other than the market rental value of the rented housing in their judgment. Each party designates one of the three experts within 14 days from one party receiving a request thereto from the other party. An expert will notify whether he accepts the instruction within 8 days from the date thereof. Both experts designated in this manner will together designate the third expert. The judgment of the third expert will be decisive in the case where the experts fail to reach agreement on the rent to be determined. If any of the parties fails to designate an expert within the aforementioned period of time or if the experts designated by the parties fail to designate the third expert within 14 days from being designated themselves, the third expert will be designated at the request of either party to that end by the sub-district court of the jurisdiction in which the rented housing is situated. The experts will issue their advice in writing within two months from their appointment. The costs of the advice will be borne equally by the parties.
- 5.5 If the tenant and the lessor agree that the advice of one expert suffices and they reach agreement on the person of the expert to be appointed, such expert will, in derogation of the stipulations of the preceding paragraph, determine the rent between the parties by way of a binding advice and in all other respects in the same manner as stipulated in the preceding paragraph. The costs of his advice will be borne equally by the parties.
- 5.6 On reviewing the rent, the experts shall take everything agreed upon with regard to the rented housing into account, such as for instance the intended use, the position, the size and the layout of the rented housing. Facilities, changes and/or additions effected by the tenant or at his expense will be disregarded.
- 5.7 Review of the rent as laid down in this article will not result in a rent below the then prevailing rent.

## **6 Maintenance obligation of the tenant**

- 6.1 The tenant is obliged to carry out minor repairs at his expense as referred to in section 7:217 of the Dutch Civil Code and the Dutch Minor Repairs Decree, including daily and preventive

maintenance, also if such repairs have become necessary due to a cause through no fault of the tenant whatsoever.

- 6.2 The lessor is authorised to carry out any relevant work (or have it carried out) at the tenant's expense in the case where the latter fails to comply with his maintenance and/or repair obligation or fails to comply properly with it. The lessor is not obliged to do so. If the work to be performed at the tenant's expense cannot be postponed, the lessor will be authorised to carry it out (or have it carried out) forthwith at the expense of the tenant.
- 6.3 All work to be performed by the tenant shall be carried out in a competent manner. In this respect, the tenant shall observe any rules made by the government and/or the lessor.

## **7 Maintenance obligation of the lessor**

- 7.1 At the tenant's request to that end, the lessor will be obliged to repair defects as referred to in section 7:204.2 of the Dutch Civil Code, unless this is impossible or requires expenditure which cannot reasonably be demanded from the lessor, given the circumstances. In his request, the tenant shall give the lessor a reasonable period of time of at least six weeks to start the repair of a defect at the expense of the lessor, except in the case of contingencies.
- 7.2 If the rented housing includes facilities which exceed the standard level applied by the lessor, the lessor will repair to a standard level and will not be obliged to repair to the same level.
- 7.3 The stipulations of paragraph 1 do not apply in respect of:
- a. minor repairs as referred to in article 6 of these General Terms and Conditions;
  - b. defects to changes and additions effected by the tenant, with or without the lessor's permission;
  - c. defects due to a cause for which the tenant is liable in respect of the lessor.
- 7.4 If the tenant establishes that the rented housing has defects and/or if a third party alleges to be entitled to the rented housing, he will be obliged to inform the lessor thereof forthwith. If the tenant fails to do this, he will be obliged to compensate the lessor for the loss caused by his omission.
- 7.5 The costs of normal wear and tear/aging of the rented housing and fixtures and fittings provided with it are at the expense of the lessor.
- 7.6 If the lessor wishes to carry out maintenance, repairs or renovation or other work in, on or to the rented housing and/or the building or complex of which the rented housing forms part, or if he has such carried out, or if such is necessary pursuant to requirements or measures from the government or a utility company, the tenant shall allow the persons who must carry out the work access to the rented housing and permit the work to be done, without being in a position to demand any compensation or rent reduction for it.
- 7.7 If the lessor fails to repair a defect, the tenant may carry out the repair himself as laid down in section 7:206.3 of the Dutch Civil Code and recover the costs incurred from the lessor, in so far as reasonable, on the condition that prior to repairing the defect by himself the tenant informs the lessor thereof by registered letter, providing a specified and documented statement of the work to be carried out to that end, the costs involved, the nuisance caused to third parties, including neighbours, by the work and stating the measures the tenant will take to limit said nuisance to a minimum, thereby being obliged to limit said nuisance to a minimum and to carry out the work, or have it carried out, as soon as possible in an adequate, efficient and uninterrupted manner. The tenant shall observe a waiting period of two weeks after sending the above letter before actually proceeding to the repair of the defect. The lessor has the right to commence the repair of the defect during said waiting time. The tenant indemnifies the lessor against any and all claims third parties believe they have against

the lessor with regard to the exercise by the tenant of his rights pursuant to section 7:206.3 of the Dutch Civil Code.

7.8 Any and all rights the tenant may enforce by law in respect of the lessor with regard to the presence of any defects will lapse by operation of law after one year from the tenant finding the relevant defect and/or the tenant reasonably being considered as being aware of the existence of the defect, without prejudice to shorter legal expiry periods.

## **8. Changes and additions by the tenant**

8.1 Without the lessor's prior written permission, the tenant is not allowed to make changes and/or additions in, to or on the rented housing, including the garden and other appurtenances, unless it concerns changes or additions to the inside of the rented housing which can be reversed upon termination of the rent without any appreciable costs and, moreover, no obligation under the law or the rental agreement is violated by the tenant in doing so. This means, among other things, that the aforementioned changes and additions may not or should not cause hazard, inconvenience or nuisance to the lessor or third parties. If the tenant wishes to make changes and additions in the communal areas, the stipulations of this paragraph apply by analogy and, in addition, the other co-users must have declared in writing that they do not object to the desired changes and additions.

8.2 Unless the parties agree otherwise in writing, the lessor will not give permission for changes and/or additions the tenant wishes to make if:

- the letting possibilities of the rented housing are impaired by them; or
- they result in a decrease in the value of the rented housing; or
- they are not necessary for an efficient use of the rented housing; or
- they do not increase the enjoyment of the property; or
- they are incompatible with substantial objections from the lessor against said changes and/or additions.

8.3 There are in any event substantial objections from the lessor if the changes and/or additions:

- do not comply with relevant applicable government regulations and/or regulations from utility companies or when any licence necessary thereto is missing;
- are of insufficient technical quality;
- affect the letting possibilities of the rented housing and/or neighbouring housing or other objects;
- complicate an adequate property management;
- cause or might cause inconvenience and/or nuisance to third parties;
- result in an impossibility to allocate the housing to third parties;
- are or might be reasonably detrimental to the rented housing or the building of which the rented housing forms part;
- change the nature of the rented housing;
- are contrary to the conditions on which the owner of the rented housing acquired ownership of the rented housing.

8.4 The lessor may attach conditions to his permission. The lessor is authorised to attach rules for the tenant to his permission or impose an obligation, especially with regard to the materials to be used by him and the quality thereof, the constructions to be applied and the working methods to be followed, in particular with a view to the consequences for future maintenance and safety. The lessor may furthermore attach rules to a permission to be granted regarding fire, storm and tempest and liability insurance, regarding tax and levies and regarding liability.

8.5 If the lessor gives permission for any change and/or addition, the tenant shall reverse it upon termination of the rent, unless the lessor states in his permission that the tenant is not obliged



thereto. With regard to compliance with the obligation to reverse any change and/or addition upon termination of the rent, the lessor may require (financial) security from the tenant.

- 8.6 Any and all changes and additions made contrary to this rental agreement and/or the conditions stipulated by the lessor, shall be reversed by the tenant on the lessor's demand thereto. If the tenant fails to do so after he has been given a reasonable time for it, the lessor will be entitled to reverse the changes and additions (or have them reversed) at the risk and expense of the tenant. If the work of reversing cannot be postponed, the lessor will be entitled to carry it out (or have it carried out) forthwith at the expense of the tenant.
- 8.7 The tenant is obliged to perform all maintenance, to repair defects and to carry out other repairs and renovation in respect of any and all changes and additions made by him or on his behalf, as well as to any and all changes and additions made by the previous tenant and which the tenant took over from the previous tenant upon commencement of the rental agreement. The tenant is liable for any and all loss resulting from changes and additions made by him or on his behalf, as well as loss resulting from changes and additions he took over from the previous tenant. The tenant will indemnify the lessor against claims by third parties regarding said changes and additions.
- 8.8 The lessor is not liable for loss and a decrease in enjoyment of the property as a consequence of defective changes and additions made by the tenant, as well as consequential to defective changes and additions made by the previous tenant and which the tenant took over from the previous tenant upon commencement of the rental agreement.
- 8.9 Regardless of whether the lessor granted permission for changes and/or additions made by the tenant, the tenant bears the full risk for any loss in respect of those changes and additions in the case where the lessor needs to perform work on the rented housing which is only possible after removing or damaging said changes and/or additions.

## **9. Work, changes, adaptations, improvements and renovation by the lessor**

- 9.1 The tenant will allow any and all work desired by the lessor with regard to the rented housing or neighbouring housing as well as the central facilities thereof.
- 9.2 If the lessor wishes to renovate the rented housing or the building or complex of which the rented housing forms part, whether entirely or in part, he will submit a written proposal thereto to the tenant. The tenant is obliged to allow the renovation and to render his full cooperation when a reasonable proposal has been submitted to him. If the renovation involves more than ten dwellings and business premises, the proposal by the lessor will be considered to be reasonable when at least 70% or more of the tenants of the complex or part thereof, of which the rented housing forms part, have agreed to it. If the tenant has neither agreed to the proposal nor demanded a court decision as to the reasonability of the proposal within eight weeks from the lessor's written notification that 70% or more of the tenants have agreed to the proposal, he will be bound by it. In that case, the tenant will be obliged to render full cooperation in the execution of the renovation work and to permit it.
- 9.3 If the lessor has made a proposal as referred to in the preceding paragraph and the tenant accepts it, this will not result in the obligation on the part of the lessor to carry out the renovation stated in the proposal.
- 9.4 In the case of changes, adaptations, improvements and renovation, the lessor has the right to increase the rent by an amount which is in reasonable proportion to the costs incurred on account of the changes, adaptations, improvements and renovation. If the parties fail to reach agreement on the amount of the increase, each of them may request the rent assessment committee to give a decision on the matter within three months from the realisation of the aforementioned changes, adaptations, improvements and renovation.

9.5 The stipulations of paragraph 2 of this article have no effect on the right of the lessor to terminate the rental agreement on the basis of an urgent need to use the rented housing for himself for the purpose of a renovation which is not possible without terminating the rental agreement. The lessor is not obliged to make a renovation proposal if he wishes to terminate the rent on these grounds.

## **10. Provision of objects and services by the lessor**

10.1 The tenant shall pay a monthly advance on the costs of the provision of objects and services. Annually, the lessor will provide the tenant with an overview of the costs of the objects and services provided, from which the composition of the compensation charged to the tenant will appear.

Differences between costs incurred and the compensations paid as advances by the tenant will thereby be settled by the lessor with the tenant, unless it concerns a compensation for a fund set up by the lessor. With regard to such funds, the advance paid by the tenant will be put on a par with the final settlement; consequently, there will be no settlement.

10.2 The monthly advance applicable between the lessor and the tenant may only be increased as from the first month following the month in which the overview referred to in the first paragraph of this article was provided, subject to a further agreement concluded between the parties. The increase will be determined by the lessor on the basis of the actual costs appearing from said overview. The tenant is obliged to pay the increase determined by the lessor in this manner.

10.3 If the lessor wishes to change one or more of the provisions or services referred to in this article or the calculation method thereof, the tenant will be bound by such change, provided that it is reasonable and, if the change relates to objects or services which can only be provided to a number of tenants together, at least 70% of those tenants have agreed to it. A tenant who has not agreed to the change, may demand a court decision as to the reasonableness of the proposal within eight weeks from the written notification from the lessor that agreement has been reached with at least 70% of the tenants.

10.4 Change within the meaning of this article also includes: additions, expansions and terminations of provisions and services.

10.5 In the cases referred to in the third and fourth paragraph of this article, the tenant declares that he agrees in advance with the increase in the costs arising from it and the monthly advance on it, in so far as such increase is reasonable and in accordance with the relevant prevailing statutory provisions.

The increase of the advance will take effect on the first day of the month following the month in which the changes took effect.

10.6 The costs of any and all tax and levies imposed by the government related to the use of the rented housing shall be payable by the tenant in so far as they can be passed on to the tenant by law, also in the case where the costs are charged to the lessor.

10.7 The costs of the use of water, gas, electricity, heating or other energy, including the costs of concluding an agreement for the supply, the rent of the meter and the transport, shall be payable by the tenant.

10.8 The costs of pest control shall be payable by the tenant.

10.9 The additional costs of the use of central heating shall be payable by the tenant on the basis of the settlement of the owners' association, if the rented housing is part of a block of flats and the costs of central heating, which are annually adjusted to the average use, are included in the gross rent.

- 10.10 Insurance premiums of everything brought into the rented housing by the tenant shall be payable by the tenant.
- 10.11 The costs of maintaining balcony, garden, decorative tiles and awning as well as mowing and pruning beds, bushes or trees shall be payable by the tenant.
- 10.12 The tenant shall permit the installation and reading of (consumption) meters at his expense. The tenant shall comply with any and all conditions and regulations of the relevant suppliers. Any penalties, costs, compensations and loss caused by or due to non-compliance by the tenant with the conditions and/or regulations of the relevant supplier(s) shall be payable by the tenant.

## **11. Checking, inspection, viewing. Tolerance obligation of the tenant**

- 11.1 The tenant shall give the lessor and any person designated by the lessor to that end, upon producing their ID, the opportunity to access the rented housing for a viewing thereof upon an intended re-letting or sale, the performance of checks and inspections (including reading the meters) and the performance of (repair) work and so on. If the tenant acts contrary to this stipulation, he will be liable to forfeit an immediately payable penalty of €20 to the lessor for each day the infringement continues with a maximum of €4,000, without prejudice to the right of the lessor to demand compliance with the rental agreement or dissolution thereof and compensation.
- 11.2 Barring urgent and other special circumstances, these visits and work shall take place on working days between 7 a.m. and 6 p.m. and will be notified at least 24 hours in advance, in so far as reasonably possible.
- 11.3 If the lessor must carry out urgent work in or to the rented housing or on, in or to a neighbouring land or building during the rental period, the tenant shall give opportunity for it and he will have to tolerate any discomfort.
- 11.4 The stipulations of the third paragraph of this article also apply if the tenant must allow another person to perform work on behalf of a neighbouring land or building pursuant to statutory rights and duties between neighbours.
- 11.5 The tenant cannot demand any compensation or a reduced rent with regard to giving the opportunity to check and inspect and permitting the work referred to in the third and fourth paragraph of this article. Where necessary, the tenant shall (temporarily) remove at his expense any changes and additions made by him with or without the lessor's permission.

## **12. Loss, liability**

- 12.1 The tenant is obliged to take the necessary measures to prevent damage to the rented housing, especially in the case of fire, storm, frost and water flowing in and flowing out.
- 12.2 The tenant is obliged to inform the lessor forthwith in writing upon establishing defects in, on or to the rented housing and/or upon loss threatening to be caused, including damage or threatening damage to pipes, cables, tubes, drainage, sewerage, installations and other equipment. When there is an immediate threat of damage being caused or when damage caused threatens to extend, the tenant shall forthwith inform the lessor and, furthermore, take any and all appropriate measures to prevent and limit loss in or to the rented housing. This also applies to the building or complex of which the rented housing forms part and the separate spaces thereof, on the understanding that the tenant must only take measures to prevent and limit loss if this can reasonably be expected from him. If the tenant fails to comply with his duty to report (or fails to do so in time), any loss as a consequence thereof, including

both in respect of the rented housing and in respect of any property of third parties, will be at the expense of the tenant and the tenant will not be able to derive rights from sections 7:205 up to and including 211 of the Dutch Civil Code.

- 12.3 The tenant is liable for loss caused to the rented housing, including the outside, during the rental period due to attributable failure to comply with an obligation under the law and/or the rental agreement. Any and all loss apart from fire damage is presumed to have been caused by it.
- 12.4 The tenant is equally liable in respect of the lessor with regard to his own behaviour and that of those who use the rented housing on behalf of the tenant or are in the rented housing on behalf of the tenant.
- 12.5 The lessor is obliged to compensate for loss caused by a defect if the defect occurred after conclusion of the rental agreement and is attributable to him, as well as in the case where the lessor was aware or ought to have been aware that the defect was already there when the rental agreement was concluded or if he indicated at the time to the tenant that the object did not have the defect. The burden of proof lies with the tenant in this respect.
- 12.6 The lessor is not liable for (the consequences of) actual disruptions by third parties.
- 12.7 The lessor is not liable for (the consequences of) loss of enjoyment under the rental agreement and/or for (the consequences of) visible or invisible damage caused to the person and/or objects of the tenant, the members of his household or third parties by rain, storm, frost, lightning strike, induction, heavy snowfall, floods, heat waves, increase or decrease in the groundwater level, natural disasters, nuclear reactions, terror, armed conflicts, uprisings, disturbances, acts of war and other contingencies.
- 12.8 The lessor is not liable for loss as a consequence of defects or other causes the occurrence of which cannot be attributed to the lessor, or for defective changes and additions made by the tenant.

### **13. Deposit/bank guarantee**

- 13.1 The tenant shall pay the lessor the deposit stated in the rental agreement or have a bank guarantee provided as security for the payment of everything the tenant will owe the lessor under this agreement. The lessor will not pay any interest on the deposit. The bank guarantee must be provided in accordance with a model made available by the lessor. The bank guarantee must always be valid up to at least three months from termination of the rental agreement.
- 13.2 The tenant is not entitled to settle the deposit with rent payment or other payment obligations.
- 13.3 The lessor shall undertake to pay back the amount of the deposit to the tenant as soon as possible after termination of the rental agreement and in any event no later than three months thereafter or, as the case may be, return the bank guarantee where appropriate after deducting whatever the tenant might still owe the lessor.

### **14. Payments**

- 14.1 The tenant must always pay the rent and other compensations as referred to in article 1.6 of the rental agreement by means of a direct debit order and in advance prior to or on the first day of every month at the latest into the bank account of the lessor as stated in article 1.6.8 of the rental agreement. In case of non-payment, the tenant shall be in default with regard to the relevant instalment as from the second day of the month.

- 14.2 With regard to compliance with the payment obligation, the tenant shall refrain from claiming any discount, suspension or settlement, unless the court authorised him thereto or (semi-) mandatory law provides the authority to settle or suspend.
- 14.3 The tenant is not entitled to dissolve the rental agreement in an extrajudicial manner, whether or not partially and/or temporarily, and/or to reverse his obligation to pay rent in an extrajudicial manner, whether or not partially and/or temporarily.
- 14.4 By signing the rental agreement, the tenant explicitly, unconditionally and irrevocably grants his employer and/or benefits agencies, his debt counsellors, the Dutch Credit Registration Office at Tiel and his administrator permission to make any and all relevant details with regard to his financial situation available to the lessor at the latter's request thereto in the case where the tenant fails to comply with his payment obligations in respect of the lessor despite demand thereto.
- 14.5 In the case of rent arrears, the lessor will in derogation of the provisions of section 6:43.1 of the Dutch Civil Code be authorised to attribute payments of the tenant firstly to the costs incurred and interest, and subsequently to the earliest outstanding rent instalments, regardless of the payment reference indicated by the tenant or the lessor.
- 14.6 Section 6:50 of the Dutch Civil Code does not apply.

## **15. Default**

- 15.1 If a period of time applies to the compliance of any obligation under the rental agreement, the tenant will be in default by the mere expiry of such period of time.
- 15.2 If no period of time applies to the compliance of any obligation under the rental agreement, the tenant will be in default if he continues to fail to comply with the relevant obligation after he has been given a written notice of default whereby he was given a reasonable period of time for compliance.
- 15.3 The tenant shall owe statutory interest on the relevant principal due for every time he fails to pay a sum of money in time and to the full, counting from the due date until the date of full payment of the principal. In this respect, part of a month is considered to be an entire month.
- 15.4 If and as soon as the tenant is in default, the lessor will always have the right to demand compliance or dissolution, whether or not with additional and/or alternative compensation, without any further notice of default being required.
- 15.5 Any and all reasonable extrajudicial costs (including turnover tax due) necessarily incurred by the lessor due to the tenant's failure to comply with his obligations are payable by the tenant. Reasonable extrajudicial costs are taken to mean any lawyer's fees, bailiff's costs, costs of a debt-collection agency or any other third party incurred by the lessor, to be increased by the costs incurred by the lessor himself. The statutory graduated scale applies for the calculation of the extrajudicial costs.

## **16. Termination of the rent**

- 16.1 Notice by the tenant shall be given with due observance of at least one calendar month.
- 16.2 If the tenant observed a period of time shorter than the period of time referred to in the preceding paragraph when he gave notice, the period of time applied by the tenant will be converted into the period of time referred to in that paragraph by operation of law, unless the lessor agrees in writing to the shorter period of time.

- 16.3 Notice of termination of the rental agreement by the lessor is given with due observance of a period of at least three months. This period of time will be extended by one month for each year the tenant has uninterruptedly used the rented housing up to a maximum of six months.
- 16.4 The tenant is obliged to deregister from the relevant (public) registers as soon as the agreement terminates and to ensure that the members of his household do the same.
- 16.5 If the tenant's right to tenancy has ended as a consequence of a divorce or legal separation, the tenant will be obliged to inform the lessor in writing of the termination of his right to tenancy immediately after the relevant court ruling has become irrevocable. As long as the tenant has not done this, he will continue to be liable in respect of the lessor for the compliance with any and all obligations under this rental agreement. The foregoing is also applicable to the termination of a registered civil partnership. If the co-tenant continues the rental agreement as the tenant, he will be obliged to inform the lessor thereof forthwith in writing.
- 16.6 If the tenant gives notice of termination of the rent in contravention of the first paragraph and the lessor nonetheless accepts such notice in writing, it will be considered to be a termination by consent.
- 16.7 Notice of termination given by the tenant is irrevocable and cannot be withdrawn without permission from the lessor.

#### **17. Surrender of the rented housing on termination of the rent**

- 17.1 On termination of the rental agreement, the tenant will be obliged to surrender the rented housing with its keys fully vacated and clean to the lessor in the condition in which he took possession of the rented housing in accordance with the description on commencement of the rental agreement, except where normal wear and tear is concerned, which is at the risk and expense of the lessor, and where any changes made by the lessor are concerned. The stipulations of paragraph 4 and following of this article apply to changes and additions made by the tenant in the rented housing.
- 17.2 Prior to the rental agreement and on its termination, the tenant and the lessor can, if necessary, together inspect the rented housing. The tenant will give the lessor opportunity for it. On those occasions, inspection report(s) will be drawn up which will state the maintenance and repairs to be carried out by and at the expense of the tenant before termination of the rental agreement, among other things, as well as an estimation of the costs of the maintenance and repairs in so far as possible.
- 17.3 The lessor will inform the tenant within two weeks from the definite surrender about any damage or defects which were not established at the time of the inspection.
- 17.4 With regard to any changes and additions made by the tenant, with or without permission, and additions or changes taken over by the tenant from a previous tenant, the following rules apply on termination of the rental agreement:
- The lessor may demand that any changes and additions made without his permission, or made with his permission but which do not comply with the stipulations of paragraph 2 or 3 of article 7 of these General Terms and Conditions and/or any conditions stipulated by the lessor, be reversed by the tenant at his expense;
  - On termination of the rent, the tenant will be obliged to remove any changes and additions he made at his own risk and expense, as well as any changes and additions made by a previous tenant which the tenant took over, unless the lessor stated in writing that the tenant does not have to reverse them on termination of the rent when he gave his permission for such changes and/or additions to be made;
  - The tenant will be obliged to reverse at his own risk and expense any changes and additions which were made following court authorisation;

- On termination of the rent, the tenant will leave any facilities made by him behind in the rented housing if the lessor stipulated such when he gave his written permission;
- The tenant waives any rights and claims arising from unjustified enrichment related to the changes he made which are not reversed on termination of the rent, unless the parties have agreed otherwise in writing.

17.5 The tenant will repair any damage caused to the rented housing as a consequence of the removal of changes and additions and he will surrender walls and ceilings unpapered in the original colour. If a garden belongs to the rented housing, it must be surrendered clean and tidy, which means without any gaps and holes.

17.6 If upon termination of the rental agreement the tenant has failed to comply with his obligations of repair, full vacation and reversal of any changes and additions he made, the lessor himself will be entitled to carry out (or have such carried out) any and all necessary work as a consequence thereof at the expense of the tenant, in which respect the tenant states that he will undertake to pay said costs if such situation arises. This applies without prejudice to all other rights of the lessor in respect of the tenant, including the right to compensation.

17.7 If repair work has still to be carried out on termination of the rental agreement for which the tenant is to blame, the tenant will owe the lessor compensation for loss of rental income.

17.8 If the tenant has left objects behind in the rented housing on termination of the rental agreement, he shall lose possession of such objects and he will be considered to have given them up. The lessor will be authorised to dispose freely of said objects and to choose whether he has them removed, destroyed or temporarily stored. Any and all costs of removal, destruction and/or storage of the objects and any other costs and loss related to the objects shall be at the expense of the tenant. The lessor is not liable for damage to objects or for their loss.

The stipulations of this paragraph do not apply to movable property the tenant transferred to the next tenant, provided that such transfer has been notified in writing to the lessor.

17.9 If the rental agreement terminates as a consequence of the demise of the tenant and no heirs have contacted the lessor before the end of the second calendar month after the demise of the tenant, the lessor will be entitled to access the rented housing without court intervention and be authorised to remove any and all objects from the rented housing without the lessor being bound by any retention obligation. Any removal costs will be at the expense of the heirs of the tenant. If the lessor should retain any objects, the costs thereof shall be borne by the heirs of the tenant.

## **18. Choice of address for service**

18.1 As from the effective date of the rental agreement, all communications from the lessor to the tenant related to the performance of the agreement will be directed to the address of the rented housing, unless the tenant rented the rented housing for his employee. In that case, all communications from the lessor will be directed to the address of the tenant as stated in article 1.2 of the rental agreement.

18.2 In the case where the tenant is effectively no longer living in the rented housing or when he no longer has his business address at the address stated in article 1.2 of the rental agreement, he shall undertake to inform the lessor forthwith in writing stating his new address for service.

18.3 In the case where the tenant leaves the rented housing without giving the lessor his new address or no longer has his business address at the address stated in article 1.2 of the rental agreement, the address of the rented housing will continue to be or will be considered to be the tenant's address for service.

## **19. Dutch Personal Data Protection Act.**

- 19.1 By signing the rental agreement, the tenant gives the lessor permission (and any manager appointed by the lessor) to include the personal details of the tenant and the members of his family in a file and to process them.
- 19.2 The tenant allows the lessor to make pictures and sound recordings of the communal areas if proper business operations of the lessor or other substantial interests of the lessor require such.

## **20. Final stipulations, disputes**

- 20.1 All amounts stated in these General Terms and Conditions are adjusted annually on the basis of the annual price index figure in accordance with the consumer price index, series all households, published by the Dutch Office for National Statistics (*CBS*), for the first time one year from the effective date of the rental agreement, all this subject to the year-on-year method.
- 20.2 If the rental agreement is (partly) drawn up in a language other than the Dutch language, the Dutch text will be binding between the parties and the facts in the relevant dispute will be assessed on the basis of applicable Dutch law.
- 20.3 The Dutch court has sole jurisdiction to hear any and all disputes between the tenant and the lessor.