



# General Terms and Conditions for temporary accommodation e



**HOMEFLEX GENERAL TERMS AND CONDITIONS FOR TEMPORARY ACCOMMODATION**  
dated 1 January 2018

**Contents**

<b>Scope of application of these terms and conditions</b>	<b>2</b>
Article 1	
<b>More than one tenant</b>	<b>2</b>
Article 2	
<b>The making available of the rented accommodation</b>	<b>2</b>
Article 3	
<b>Obligations of the landlord</b>	<b>3</b>
Article 4	
<b>Obligations of the tenant</b>	<b>3</b>
Article 5	
<b>Rent</b>	<b>3</b>
Article 5.1	
<b>Use</b>	<b>4</b>
Article 5.2	
<b>Prohibitions concerning use</b>	<b>4</b>
Article 5.3	
<b>Prohibitions and obligations concerning use if the rented accommodation forms part of a flat or apartment complex</b>	<b>5</b>
Article 5.4	
<b>Use of parking spaces or charging stations</b>	<b>5</b>
Article 5.5	
<b>Subletting or giving into use</b>	<b>5</b>
Article 5.6	
<b>Protection of the living climate</b>	<b>6</b>
Article 5.7	
<b>Damage limiting measures/duty of care</b>	<b>6</b>
Article 5.8	
<b>Obligation to cooperate</b>	<b>7</b>
Article 5.9	
<b>Prohibition of registration in the Municipal Personal Records Database</b>	<b>7</b>
5.10	
<b>Execution of urgent work by the landlord</b>	<b>7</b>
Article 6	
<b>The implementation of changes or additions by the tenant</b>	<b>7</b>
Article 7	
<b>Termination of the tenancy agreement</b>	<b>9</b>
Article 8	
<b>Delivery of the rented accommodation at termination of the rental contract</b>	<b>9</b>
Article 9	
<b>Liability of the tenant</b>	<b>10</b>
Article 10	
<b>Default on the part of the tenant</b>	<b>11</b>
Article 11	
<b>Financial penalty clause</b>	<b>11</b>

## **HOMEFLEX GENERAL TERMS AND CONDITIONS FOR TEMPORARY ACCOMMODATION dated 1 January 2018**

### **Scope of application of these terms and conditions**

#### Article 1

##### 1.1.

These general rental terms and conditions form part of the framework agreement, namely the tenancy agreement, for temporary accommodation of Homeflex, hereinafter referred to as the tenancy agreement or the agreement, in which these terms and conditions have been declared applicable. If provisions of the tenancy agreement derogate from the general terms and conditions, the provisions of the tenancy agreement will prevail.

##### 1.2.

If a part of the tenancy agreement or of these general rental terms and conditions is null and void or voided, this will not affect the validity of the remaining articles. In that event, that which most closely approaches in a legal manner that which parties have agreed will apply instead of the null and void or voided provisions.

### **More than one tenant**

#### Article 2

##### 2.1.

The tenants referred to in the opening words of the tenancy agreement each have an independent and full right to tenancy. They will exercise this right simultaneously and will respect each other's rights.

##### 2.2.

The rent will be owed as a single payment for all rights of tenancy referred to in the tenancy agreement. If the tenancy agreement with regard to one or more tenants terminates, the other tenant(s) will continue to owe the full rent amount.

##### 2.3.

Each of the tenants will be jointly and severally liable for the entire rent amount and for all other obligations ensuing for him/her and for other tenants under this tenancy agreement and pursuant to the law. Postponement of payment or remission for one of the tenants will only concern the tenant to whom the postponement of payment or remission was granted.

##### 2.4.

Notice of termination must be given by each of the tenants for the termination of a tenancy agreement with several tenants. If notice of termination takes place by one or a number of tenants, the tenancy agreement will continue unaltered with regard to the other tenant(s). If the landlord wishes to terminate the tenancy the landlord must give notice of termination to each of the tenants.

### **The making available and acceptance of the rented accommodation**

#### Article 3

##### 3.1.

The landlord will make the rented accommodation available as much as possible on the commencement date of the tenancy agreement.

However, if the landlord can only deliver the rented accommodation later due to circumstances that cannot be attributed to the landlord, including in any event, but not limited to, the circumstance in which the previous tenant has not, or has not in a timely manner, delivered the rented accommodation, the later delivery date will apply as the agreed commencement date. In that event there will be no failure on the part of the landlord.

If the landlord cannot make the rented accommodation available in a timely manner, the landlord will immediately take measures that will limit the delay to a minimum.

3.2.

These general rental terms and conditions apply as a general description of the household contents of each accommodation rented by the tenant from the landlord. If the tenant were to notice defects with regard to this description the tenant must report these to the landlord as soon as possible and in any event prior to the termination of the agreement.

3.3.

The occupants may not stay in our accommodation for more than 6 consecutive months.

### **Obligations of the landlord**

#### Article 4

4.1.

The landlord will be obliged to provide the tenant with the quiet enjoyment of the rented accommodation. The landlord is nevertheless not obliged to indemnify the tenant against actual disruption of his/her enjoyment of the rented accommodation, caused by third parties. The landlord will also not be liable for damage suffered by the tenant as a result of these disruptions.

4.2.

The landlord will be obliged, upon request from the tenant, to remedy defects of the rented accommodation, unless this is impossible, or the required expenditure cannot be reasonably expected from the landlord due to the circumstances, or as the case may be insofar as pursuant to the law, this tenancy agreement, or use, this will be at the tenant's expense.

4.3.

The tenant can make this request known to the landlord by telephone as well as in writing (by email), in the course of which the exact nature of the defect must be described.

4.4.

The repair of defects must take place within a reasonable period. The landlord will make efforts to remedy all defects within 24 hours after the reporting thereof, provided that the landlord is not dependent on third parties in this; for example in the event of delivery or ordering necessary parts.

### **Obligations of the tenant**

#### Article 5

##### **Rent**

5.1.1.

The tenant will pay the rent for the rented accommodation in full, by means of advance payment per week in the manner stated by the landlord, unless agreed otherwise in the tenancy agreement.

5.1.2.

During the rent payment the tenant will not rely on any setoff, and will not proceed with actual setoff as referred to in Section 206 subsection 3 Book 7 of the Civil Code.

5.1.3.

Any payment to the landlord will serve for the settlement of the landlord's longest outstanding due and payable claim, unless stated otherwise.

5.1.4.

The tenant will be obliged to pay all other costs that he/she might owe on the basis of the tenancy agreement, or on the basis of the general terms and conditions, within 8 days after receipt of the invoice concerned.

5.1.5.

The landlord retains the right to charge the judicial and extrajudicial collection costs and statutory interest if the tenant appears to be in default of payment in a timely manner.

5.1.6.

The tenancy period of one week applied by Homeflex runs from Saturday up to and including Friday.

5.1.7.

The checking in at the commencement of renting the accommodation is on Saturday afternoon from 17:00 hours. The checking out at termination of the tenancy agreement is on Friday morning before 10:00 hours. Unless agreed otherwise in writing.

## **Use**

5.2.1.

The tenant will use the rented accommodation as living space at the time of the agreement. The tenant will use the rented accommodation, including all appurtenances and any communal spaces, in accordance with the designated use thereof and will not change the designated use.

Any use of the rented accommodation, or any communal spaces, or a part thereof, for commercial activities will be regarded as a breach of the aforesaid command. The communal spaces are taken to mean spaces such as stairwells, lifts, cellars, attics, garages, storage spaces, galleries, gardens, sheds, insofar as the tenant shares these spaces with other tenants.

5.2.2.

The tenant will use and maintain the rented accommodation as befits a careful tenant, and all this will be with due regard to any guidelines (for the complex) that have been drawn up by the landlord. If installations, such as a lift, belong to the complex of which the rented accommodation forms part, the tenant, his/her housemates and all visitors will comply with all current or still to be provided regulations by the landlord, the installer, or the authorities.

5.2.3.

The tenant will keep the living space furnished including carpeting and curtains during the term of the tenancy agreement. The tenant is not permitted to remove, change or adjust the furnishing or floors etc. in the accommodation.

5.2.4.

The tenant will be obliged to keep the rented accommodation and the spaces forming part thereof clean and regularly and properly ventilated.

5.2.5.

The tenant will regularly put the household refuse outside at the times and in the manner intended for this, or as the case may be put garbage bags outside. If the landlord has set up a collection place or similar facility for this purpose the tenant will deposit the household refuse there.

5.2.6.

It is not permitted to have pets in the rented accommodation.

5.2.7.

In case of emergencies the tenant must follow the instructions provided by the competent authorities.

## **Prohibitions concerning use**

5.3.1.

The tenant is prohibited from being present or from placing objects on roofs, service areas and suchlike.

5.3.2.

The tenant is not permitted to execute any repairs or other work on pipelines, installations and meter cupboards.

5.3.3.

The tenant will not use or store in the rented accommodation, or as the case may be the accompanying spaces, any substances that can cause an explosion or otherwise endanger safety, or can result in an increased risk of damage.

5.3.4.

The tenant is not permitted to use the storage spaces, garages and suchlike that form part of the rented accommodation as living space, storage other than for personal non-commercial use, as a workshop, as retail space, or in any other manner hold sales or allow sales to be held in or near these spaces.

#### **Prohibitions and obligations concerning use if the rented accommodation forms part of a flat or apartment complex**

5.4.1.

The tenant is not permitted to place objects in the communal spaces, such as stairwells, corridors, galleries and suchlike. These objects include inter alia prams, motorcycles, bicycles, other vehicles, rubbish bags, plants, furniture, wheelchairs, mobility aids and suchlike. The escape routes must remain accessible at all times.

5.4.2.

The tenant must respect the rights of the other tenants/neighbours when using the communal spaces forming part of the rented accommodation.

5.4.3.

The tenant is not permitted to execute any repairs or other work on pipelines, installations and meter cupboards in the communal spaces.

5.4.4.

The tenant is not permitted to affix dog cages, dovecotes, rabbit hutches, or other animal shelters in, on or at the porches, galleries, or balconies.

5.4.5.

The tenant is not permitted to remove, change or adjust the furnishing or floors and suchlike in the communal spaces.

#### **Use of parking spaces or charging stations**

5.5.

Parking cars, motorcycles and other vehicles must be done in the parking spaces indicated for this purpose.

5.6.

Without permission, it is not permitted to provide any vehicle with energy or other (bio) fuel if the source thereof is generated from the rented accommodation.

5.7.

The landlord will not be responsible for any costs and/or damage to a vehicle if article 5.5. is followed.

#### **Subletting or giving into use**

5.6.1.

The tenant is expressly prohibited from subletting or from giving into use the rented accommodation wholly or in part without prior permission in writing from the landlord. Any request for permission must be made in writing, stating the name of the subtenant, the subletting price, and the commencement date of the intended sub-tenancy agreement. Verbal permission will not be regarded as being permission. Any permission provided by the landlord will be a one-off and will not apply to other or consecutive cases.

5.6.2.

If the tenant sublets, lets or gives the rented accommodation into the use of third parties, whether wholly or in part, without permission in writing from the landlord, the burden of proof will be vested in the tenant that he/she has uninterrupted principal residence in the rented accommodation. It applies furthermore for unauthorised subletting that all income acquired by the tenant due to the subletting must be paid by the tenant to the landlord, without prejudice to the right of the landlord to claim the contractual financial penalty as referred to in article 12 of these terms and conditions.

5.6.3.

If the landlord has reason to assume that there is giving into use or subletting, whether wholly or in part, the tenant will be obliged to provide cooperation to the inspection by the landlord focused thereon. The landlord and/or third parties on behalf of the landlord will be entitled to enter the rented accommodation in the context of this inspection. If requested the tenant will be obliged inter alia to provide the personal details of the user(s) or subtenant(s) and the sub-tenancy agreement.

## **Protection of the living climate**

### **5.7.1.**

The tenant of the rented accommodation will be responsible for ensuring that the neighbours will not suffer any nuisance, hinder, or damage caused by the tenant personally, by housemates, or by third parties, who are present in the rented accommodation and/or in the immediate residential environment, or in the communal spaces on account of the tenant.

### **5.7.2.**

The tenant is not permitted to cultivate or trade cannabis in the rented accommodation, or in any communal spaces, or a part thereof, or in the immediate surroundings that form part of the rented accommodation, or to set up the rented accommodation as a cannabis farm. The tenant is aware of the fact that having a cannabis farm will result in damage of the rented accommodation, hazardous negligence, and nuisance. Any action in conflict with this prohibition is serious to such an extent that this will justify the termination of the tenancy agreement and the vacating of the rented accommodation with immediate effect.

### **5.7.3.**

The tenant is also not permitted to trade, to produce, to use, or allow to be used soft drugs, hard drugs, or other substances that are prohibited by authorities, in the rented accommodation, or in any communal spaces, or a part thereof, or in the immediate surroundings of the rented accommodation. The tenant is aware that any action in conflict with the above can cause nuisance, such as pollution, vandalism etc. Any action in conflict with this prohibition is serious to such an extent that this will justify the termination of the tenancy agreement and the vacating of the rented accommodation in the shortest period possible.

### **5.7.4.**

If third parties disturb the tenant's enjoyment of the rented accommodation, by causing nuisance, or in another manner, the tenant will report this immediately to the landlord, and as much as possible specified in writing.

## **Damage limiting measures/duty of care**

### **5.8.1.**

The tenant will be obliged to take the necessary measures to prevent damage of the rented accommodation including any communal spaces and group rooms, in particular in the event of fire, storm, water, and such other emergencies, inter alia, of pipelines, sanitary facilities, installations, plumbing and suchlike. The tenant will be obliged in particular during frost to take all measures that are available to the tenant for the prevention of the freezing of the central heating system, the warm water system, the water pipelines and other pipelines. In the event of the absence of the tenant during the heating period the tenant will not be permitted to switch off the radiators of the central heating system, which is for the purpose of the danger that the systems referred to will freeze. The tenant must immediately report any arisen, or pending damage, howsoever caused, as well as defects of the rented accommodation, to the landlord in writing (but if necessary in any manner whatsoever).

If third parties disrupt the tenant's enjoyment of the rented accommodation the tenant will report this immediately in writing to the landlord. If the tenant omits to do this the damage arisen through this of the rented accommodation as well as of the property of third parties will be at the tenant's expense.

### **5.8.2.**

The tenant must first address his/her insurer for damage that falls under the scope and cover of the household contents insurance taken out by the tenant.

## **Obligation to cooperate**

### **5.9.1.**

The landlord will be entitled to enter the rented accommodation in the following situations. The tenant will therefore permit the landlord to enter the rented accommodation for:

- inspection by the landlord of compliance with the obligations of the tenant on the basis of these general terms and conditions for letting, whereby the landlord retains the right to execute an inspection of the cleaning once every two weeks. If the landlord has reason to assume that there is breach of the terms and conditions the landlord retains the right to enter the accommodation at any time. Or for:

- any work to be executed by the landlord.
- inspection of meter readings and suchlike.
- Viewings of the accommodation that are diarised by the landlord, whereby the landlord will make efforts to always report these to the tenant at least 2 working days in advance. The tenant will be thereby responsible for ensuring that the accommodation is tidy and that all spaces in the accommodation are accessible.

The landlord is also taken to mean: the persons appointed by or on behalf of the landlord. These persons must provide proof of identity.

In emergencies and for the protection of the adjacent dwellings and residential environment the landlord will be entitled to enter the rented accommodation also without consultation.

The landlord will ensure adequate locking after the end of the visit. The landlord will inform the tenant of how the tenant can have access again to the rented accommodation.

The tenant will comply with the regulations or the instructions from the landlord or third parties, who are engaged on order of the landlord, with regard to the use of the rented accommodation and the use of the installations and facilities present in the rented accommodation.

5.9.2.

The landlord will be entitled, without owing any payment to the tenant, as the tenant will be obliged to allow, to lay pipelines intended for inter alia the central heating or central installations, over, through, or to the rented accommodation. However, the landlord will be obliged to pay compensation for, or repair damage of the tenant's property caused by or during the laying of these pipelines.

#### **Prohibition of registration in the Municipal Personal Records Database**

5.10.1.

The tenant is not permitted, which is subject to (extrajudicial) judicial termination of the agreement, for the duration of the agreement, without permission, to register or have registered the address of the living space where the rented accommodation is situated in the Municipal Personal Records Database (Dutch GBA). If the tenant has acquired permission from the landlord to register in the Municipal Personal Records Database the tenant will be responsible for the local charges.

5.10.2.

In the event of breach of the provisions of subclause 1 of this article the tenant will owe all costs, including legal and bailiff's costs (judicial as well as extrajudicial). The tenant will also be obliged to pay compensation to the landlord for the damage suffered and to be suffered resulting from the prohibition in subclause 1 of this article.

#### **Execution of urgent work by the landlord**

Article 6

6.1.

The tenant will permit all urgent work that must be executed at the rented accommodation and/or at the adjacent accommodation and/or at the central facilities. The tenant will provide all necessary cooperation and will take all actions necessary for the lessor to let the landlord execute this urgent work. Urgent work is also taken to mean work that is the result of a notice from the authorities or a court order.

6.2.

The tenant will not have any right to reduction of the rent or compensation as a result of the execution of the urgent work or renovation.

#### **The implementation of changes and additions by the tenant**

Article 7

7.1.

The tenant is prohibited from implementing changes and additions in, at and/or on the rented accommodation, on the inside as well as on the outside thereof, unless the landlord has permitted this by means of providing prior permission in writing and/or unless the landlord has recorded another policy concerning this.

The outside of the rented accommodation is inter alia taken to mean affixing dish aerials, shutters/awnings, extensions and annexes. This list is expressly not a full list.

It is in any event permitted to attach without permission changes and additions to the inside of the rented accommodation, provided that these can be removed without appreciable costs, except in the event that these changes or additions result in danger, nuisance or hinder for the landlord or for third parties. It is therefore not permitted to attach pornographic, or other offensive materials, in the accommodation.

7.2.

Any permission provided by the landlord will be specific and a one-off and will not apply to similar cases.

7.3.

The landlord can attach conditions to the permission, which conditions can be inter alia related to:

- the manner of affixing;
- the identity of the person who will execute the work;
- the nature and quality of the materials to be used;
- the prevention of damage of the structure of the rented accommodation or the building;
- (structural) regulations of authorities;
- the maintenance of the change;
- the prevention of nuisance for third parties;
- insurance, taxes and liability;
- etc.

7.4.

Unless the landlord states otherwise at the time of permission, the change or addition must be reversed at the end of the tenancy agreement.

7.5.

If the landlord has stated at the time of permission that the change or addition does not have to be reversed, the tenant will transfer the change or addition to the landlord without financial consideration at the end of the tenancy agreement. In that event parties will in any event allocate a value to the change or addition of € 0. The above expressly will not apply if the landlord and the tenant have agreed otherwise, whether or not on the basis of a policy developed by the landlord for this purpose.

7.6.

The tenant will be obliged with regard to the facilities and changes implemented by the tenant, to remedy all defects and to execute repairs.

7.7.

All changes implemented in conflict with the terms and conditions of the landlord must be reversed by the tenant immediately upon first notice from the landlord, without the tenant having any right to compensation.

7.8.

The tenant will be liable for the damage caused to the landlord, or as the case may be to third parties, by a change of addition implemented by the tenant. The tenant indemnifies the landlord in any event against claims by third parties for damage caused by the changes or additions implemented by the tenant personally to the rented accommodation.

7.9.

The implementation of additions expressly also includes the planting of shrubs and trees.

7.10.

If the tenant has implemented articles to the rented accommodation or the building or complex the rented accommodation forms part of, and these articles must be removed (temporarily) related to maintenance or repair work, the costs of removal, any storage as well as the re-implementing will be at the tenant's expense. All this will be regardless of whether the landlord provided permission for the implementing of the articles concerned.

## **Termination of the tenancy agreement**

### Article 8

#### 8.1.

The termination of the tenancy agreement will take place exclusively in writing (or by email). Any verbal notification will not be regarded as a notice of termination.

#### 8.2.

Notice of termination by the tenant can take place on whatsoever ground and with effect from any day of the month, with due regard to a notice period of 1 calendar week, unless otherwise included in the tenancy agreement.

#### 8.3.

The termination of the tenancy agreement by the landlord can take place exclusively in writing (by email) with due regard to a notice period of 1 calendar week, unless otherwise included in the tenancy agreement.

#### 8.4.

In the event that the tenancy agreement between the manager and the landlord must be regarded as not legally valid as stipulated by authorities and consequently is declared null and void, the agreement will be terminated with immediate effect.

## **Delivery of the rented accommodation at termination of the tenancy agreement**

### Article 9

#### 9.1.

The tenant will be obliged at the end of the tenancy agreement to hand over all keys provided by the landlord and to deliver the rented accommodation entirely clean to the landlord, in the conditions in which the tenant has received the rented accommodation, in conformity with the description received at the commencement of the tenancy agreement, except for when this concerns the usual wear and tear. If at leaving the accommodation the condition of the accommodation appears not to have been returned to the condition the accommodation was delivered in, the landlord retains the right to charge the costs of repair and cleaning. The provisions of the third subclause of this article apply to the changes and additions that the tenant has implemented in the rented accommodation.

#### 9.2.

If the landlord notices after the delivery of the rented accommodation the absence of any described object(s) the landlord will charge the tenant for this. The landlord will specify and send this invoice within 5 working days after the end of the tenancy period.

#### 9.3.

The following rules will apply at the end of the tenancy for changes and additions that the tenant has implemented with or without permission:

- a. the tenant will be obliged to remove the changes and additions at the end of the tenancy, if the landlord has stipulated so when providing permission. At the termination of the tenancy agreement the landlord and the tenant will inspect the rented accommodation for the second time (final inspection) and this will be on the basis of pre-inspection report;
- b. the tenant will not be obliged to remove unauthorised changes and additions as referred to in article 9.1 at the end of the tenancy, provided that these are in a good condition, with the exception of the changes and additions that the tenant must remove in accordance with article 7.4.

Without prejudice to the provisions of article 7.4 the tenant will always be entitled to reverse the changes and additions implemented by the tenant, provided that the tenant returns the rented accommodation to the condition it was in at the commencement of the tenancy agreement;

- c. the landlord can demand that the implemented changes and additions that have been implemented without permission or that do not comply with the condition in article 9.3, are reversed by the tenant.

9.4.

If the tenant does not provide cooperation to the inspection(s), the findings of the landlord represented in the inspection report(s) will be deemed to be correct, unless the tenant provides proof to the contrary.

9.5.

The tenant will be obliged at the end of the agreement on the day of vacating the accommodation to hand over the keys to the landlord or to the landlord's authorised representative. If the tenant does not hand over the keys the tenant will be deemed to no longer use the rented accommodation and to have provided the landlord with authorisation to access the rented accommodation and to take control of the rented accommodation.

9.6.

If the tenant has not fulfilled his/her obligations to repair, full clearance and any reversing of the affixed changes and additions at the end of the tenancy agreement, the landlord will be entitled to personally execute or have executed all necessary work resulting therefrom at the tenant's expense, whereby the tenant hereby already undertakes to pay these costs. Other damage arisen due to negligence on the part of the tenant also will be at the tenant's expense. There is no further notice of default required for the above.

9.7.

If any damage that the tenant ought to have repaired can only be noticed at or after the clearance the landlord will be entitled to have this work that the tenant ought to have done executed without the requirement of any notice of default for this to the tenant by or on behalf of the landlord.

In that event the landlord can also grant the tenant with a reasonable period to still execute this work. In which case the tenant will remain fully liable for the rented accommodation even after the termination of the tenancy agreement.

The landlord can request compensation for this period calculated on the basis of the most recently applicable rent and payment for additional deliveries and services.

9.8.

The goods left behind by the tenant in the rented accommodation after the end of the tenancy agreement will be the property of the landlord. The goods will be deemed to have been released without financial consideration. The landlord will be able to freely dispose of these goods. These goods will be removed by the landlord at the tenant's expense.

The provisions of this subclause do not apply to movable goods that the tenant has transferred to the next tenant, provided that this transfer has been notified in writing and in a timely manner to the landlord. The landlord does not accept any liability whatsoever for these goods.

9.9.

At the end of the agreement the tenant will be obliged to leave the accommodation on Friday morning before 10.00 hours. If possible and if agreed in writing the checking out can be diarised at additional costs for Monday morning before 10.00 hours. The tenancy period will be extended of course up to and including Monday.

### **Liability of the landlord and the tenant**

Article 10

10.1.

The landlord will not be liable

- for damage and loss of quiet enjoyment under the tenancy, suffered by the tenant and/or his/her housemates, or
- for damage of goods belonging to the tenant and/or his/her housemates as a result of visible or invisible defects of the rented accommodation, unless
- this damage or loss of quiet enjoyment under the tenancy can be attributed to the landlord, or
- if this damage is caused by a defect that was present at the entering into of the tenancy agreement, which the landlord knew about at that time, or ought to have known about at that time.

10.2.

The landlord will not be liable for injury caused to the tenant and/or damage to goods of the tenant or of his/her housemates due to storm, frost, lightning strike, heavy snowfall, floods, increase or decrease of the ground water level, environmental disasters, wilful damage, and other emergencies.

10.3.

The tenant will be liable for damage to the rented accommodation, including any communal or group room(s), which has arisen in a situation to be attributed to the tenant because the tenant has failed in the fulfilment of any obligation under the tenancy agreement.

All damage, with the exception of fire and damage to the outside of the rented accommodation, will be assumed to have arisen through this. All other costs for repair of damage arisen due to negligence, incompetent use or incompetent maintenance of the installations with accessories, by the tenant personally or by persons appointed by the tenant, will be at the tenant's expense.

10.4.

The tenant will be liable towards the landlord for his/her own conduct as well as for the conduct of persons who use the rented accommodation on account of the tenant, or who are present in the rented accommodation on account of the tenant.

### **Default on the part of the tenant**

Article 11

11.1.

If the tenant is in default of the fulfilment of any obligations, which are vested in the tenant pursuant to the law and/or the tenancy agreement and as a result of which the landlord must take judicial and/or extrajudicial measures, all necessary costs ensuing therefrom will be at the tenant's expense. These necessary costs are in any event taken to mean the demand and collection costs, costs related to the notice of termination of the tenancy and forced eviction, the costs of the bailiff, the collection agency and lawyers.

11.2.

The extrajudicial collection costs to be paid by the tenant pursuant to this article will be owed at the time when the landlord refers the claim against the tenant for collection and will amount to at least 15% of the referred claim, plus the applicable VAT percentage.

### **Financial penalty clause**

Article 12

The tenant will be obliged to pay for the benefit of the landlord an immediately due and payable financial penalty of € 25 per calendar day, if the tenant has breached any provision under these general terms and conditions, without prejudice to the tenant's obligation to still act in accordance with these general terms and conditions, and without prejudice to the landlord's other rights to compensation (exclusive of the costs ensuing from the failure to comply with these general terms and conditions).

### **DAEB details**

Article 13

DAEB stands for Services of General Economic Interest (*Diensten van Algemeen Economisch Belang*), which refers to the commercial services that are provided in the context of general importance.

13.1.

The DAEB details must be provided for all social rented accommodation. All accommodation in Vlaardingen, The Hague and Dordrecht fall under social rented accommodation. Income details and identity details must be provided by the tenant to the landlord for this accommodation prior to the tenancy agreement.

13.2.

The tenant states that the details provided by him/her to the landlord prior to the commencement of the tenancy agreement with regard to his/her household income and composition of the family are correct and complete.

13.3.

If the tenant provides incorrect or incomplete details and the tenant would not have been eligible for the rented accommodation if he/she had provided correct and complete details, the tenant must clear the rented accommodation upon first notice from the landlord. If the tenant does not proceed with this the landlord will commence legal proceedings with the objective of clearance of the rented accommodation.

13.4.

The landlord complies with the Personal Data Protection Act. This means that personal data (for example name, gender, date of birth, place of birth, address details, telephone number and email address) will be used only for the objective for which these are provided and not for any other objective, including marketing. The

landlord processes personal data for the purpose of the letting of movable and immovable property and to fulfil the landlord's statutory obligations.

13.5.

The landlord will not sell the tenant's data to third parties and will exclusively provide this data if this is necessary for the performance of our agreement with the tenant or to fulfil any statutory obligation.