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## General Terms and Conditions

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These general terms and conditions form an integral part of the Model Tenancy Agreement for the renting and letting of fully or partially furnished houses and apartments, intended to be used by members of NVM Afdeling Haaglanden. This version has been adopted on 1 July 2013.

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### Use of premises

**1.1** The premises are intended exclusively for use as housing accommodation for the lessee and lessee's family. If the housing accommodation is rented by a corporate entity, then the premises are intended exclusively for use as housing accommodation of the occupant and his family as specified in the tenancy agreement.

**1.2** Lessee shall use the premises in an appropriate manner during the rental period in accordance with its intended use, the existing residual rights, the requirements as specified or as will be specified by the government or public utilities companies and the instructions from or on behalf of the lessor.

**1.3** Lessor will not make the premises available to the lessee until the agreement, to which these terms and conditions apply, has been signed by or on behalf of both parties and payment of the rent for the first rental period as well as the security deposit or bank guarantee has been completed or executed.

**1.4** Without prior written consent of lessor, the lessee or actual occupant is not entitled to let or sublet the premises, wholly or partially, to third parties nor to make the premises, wholly or partially, available for use by third parties. Permission, granted by lessor, will only apply to the case for which it was requested and not to subsequent cases.

**1.5** In the event lessor has reasons to believe that, contrary to the contractually intended use, the premises are not used as housing accommodation and/ or are wholly or partially let, sublet or made available to third parties, lessee is obliged, upon first request of lessor, to cooperate with an inspection of the premises by lessor and/ or the property manager and is obliged, on request, to give the personal details of the occupant(s) or subtenant(s).

### State at commencement and terminations of tenancy

**2.1** The state of the premises at the commencement of the tenancy should be established in an inspection report which shall be signed by both parties and of which each party shall receive a copy. During the first month after commencement of the tenancy, lessee is entitled to report any defects to lessor. These defects shall either be repaired at lessor's expense or shall be recorded in the inspection report.

**2.2** In the event the use of furnishings, fixtures and fittings are considered as additional supplies and services as stipulated in article 4 of the agreement, then these shall be specified in an inventory which shall be signed by both parties and of which each party shall receive a copy.

**2.3** Lessee is obliged, at the end of the tenancy agreement and when use of premises has ended,

- To return the premises to lessor in the original state, with the exception of normal wear and tear and aging. The premises should be completely vacated, free from rights of use and thoroughly cleaned. Lessee should also hand over all keys to lessor or lessor's designated property manager. The effects of wear and tear and aging include, but are not confined to the deterioration of the (inside) paintwork of the doors and window frames and wear and tear of the hinges and locks, wooden steps of staircases and thresholds. A thorough cleaning includes, if necessary, the dry cleaning of the furnishings of the rented premises.
- To remove at the expense of lessee, any changes and additions made by lessee to the premises or which have been taken over by lessee from the previous tenant, unless these changes and additions are lawful and/ or unless otherwise agreed in writing by parties.
- To repair the damage, that occurred when lessee removed/ undid the changes and additions made to the premises (like drill holes and screw holes et cetera), in such a way that the state of the premises can reasonably be considered to match the original state of the premises.
- To ensure that all maintenance will have been carried out, for which, in accordance with the law (article 7:217 in conjunction with article 240 BW in conjunction with the Minor Repairs Decree), custom and this agreement, the lessee is responsible.
- To leave the garden in a well maintained state, including the necessary pruning, if premises include a garden.

**2.4** At the termination of the agreement, the parties shall inspect the premises together on the basis of the inspection report drawn up at the commencement of the tenancy agreement. This inspection shall be carried out at least two weeks prior to the termination date of the agreement. Lessor will draw up a transfer report which will be signed by both parties. The report will specify which maintenance and repairs the lessee should carry out at his own expense. In the event the lessee does not cooperate with the inspection or refuses to sign the transfer report, the specified findings of the lessor will be presumed to be correct, unless proven otherwise by lessee. Lessee shall carry out the maintenance and repairs, as specified in the transfer report, prior to the date of the termination of the tenancy agreement.

**2.5** If, on the date of the termination of the tenancy, lessee has failed to carry out the maintenance and repairs, as specified in the transfer report, or has done so inadequately, lessor will be entitled to have the work carried out at the expense of lessee after lessee has been given notice in writing of default by or on behalf of lessor.

**2.6** With respect to the period reasonably needed to carry out the work for the purpose of restoring the premises to the state as specified in article 2.3, Lessee should pay to lessor an amount equal to the most recent rent plus advance payment of supplies and services and payment for furniture/fittings and equipment, counting from the date of the termination of the tenancy agreement.

**2.7** Lessee gives up any goods which have been left behind upon the actual departure from the premises. These goods may be removed at the expense of lessee, by lessor, at

his discretion. Lessor is not under any obligation to retain these goods. Lessor will not be held liable in this case. Lessor is free to dispose of these goods. lessor is entitled to appropriate the goods or to put the goods at the side of the road at the risk of Lessee; this is entirely at lessor's discretion. Lessor may also choose to have the goods removed in order to have them destroyed immediately or to have them stored temporarily. In the event the lessor has had these goods transported and stored, lessee can only recover the stored goods by paying a lump sum amounting to the sum due by lessee to lessor. Under no circumstances can lessor be held liable for damage(s) to the goods that may have occurred during the removal, the transport or the storage.

**2.8** The provisions laid down in article 2.7 are not applicable to movable goods which lessee has transferred to the next lessee, provided that lessor has been notified in writing of this transfer.

### **Right of lessee to make alterations to premises**

**3.1** Lessee is not entitled to make any changes and/ or additions to the exterior of the premises, including the garden, without the prior written consent of lessor.

**3.2** Except for the changes and additions that can be undone at minimal costs at the termination of the tenancy, Lessee is not entitled to make any changes and/ or additions to the interior of the premises without the prior written consent of lessor.

**3.3** Lessor is not obliged to cooperate in the event the intended alterations and/ or additions:

- damages to the rentability of the premises;
- lead to a decrease in value of the premises;
- are not necessary for an efficient use of the premises, according to objective criteria;
- do not increase enjoyment of the premises, according to objective criteria;
- are incompatible with the substantial objections of lessor against the making of alterations and/ or additions.

**3.4** In all cases there will be substantial reasons on the part of lessor in the event the changes or additions:

- do not meet the prevailing regulations of the government and/ or of the building industry and/ or of the public utilities companies or in case the necessary licenses for the purpose have not been obtained;
- are of insufficient quality from a technical point of view;
- impair the rentability of the premises;
- impede an adequate property management;
- cause or could cause nuisance and/ or inconvenience to third parties;
- are damaging or could be damaging to the premises or the housing property of which the premises is part;
- change the nature of the premises;
- are in violation of the conditions under which the owner acquired the ownership of the premises, including, where applicable, when the approval can not be obtained

from (the board of) the Owners' Association of the housing property of which the premises is part.

**3.5** Lessor is entitled to attach conditions to his cooperation, in particular, but not limited to, the choice of materials and the quality thereof, the construction that will be applied and working procedure that will be followed, especially with a view to the possibility of and the consequences for future maintenance and safety.

**3.6** When granting his permission, Lessor shall state whether or not the changes and/ or additions should be made undone by lessee at the termination of the tenancy agreement.

**3.7** Changes and/ or additions that have been made without of not in accordance with the permission of lessor, should be made undone by lessee, prior to the termination of the tenancy agreement. This does not affect the right of lessor to demand the undoing thereof during the term of the agreement.

**3.8** Lessee is obliged to carry out the maintenance and repairs regarding the changes and additions he made. In case it is necessary, for the purpose of the execution of (major) maintenance to the premises, that the changes and/ or additions made by lessee are made undone and/ or be temporarily removed, the lessee will pay these costs. Included in these costs are the costs for removal, if necessary for storage and for making the changes and/ or additions again.

**3.9** Permission, granted by lessor, will only apply to the case for which it was requested and not to subsequent cases.

#### **Maintenance and allocation of costs**

**4.1** Lessee shall carry out the following maintenance and shall pay for the following costs:

- a. the subscription to, fixed charges for, connection to and the consumption of electricity, gas, water and including water-heaters (if any);
- b. the connection(s) for and the subscription(s) for the telephone, (cable) television and internet;
- c. the subscription for an alarm system (if any);
- d. the charges for a security service (if any);
- e. minor (maintenance) work as specified in the 'Minor Repairs Decree';
- f. the maintenance of the garden, if applicable;
- g. all taxes and levies imposed by the government upon the tenant and/ or occupant;
- h. damage to the glass of the premises;
- i. home contents insurance for the personal properties of tenant.

**4.2** Lessor shall carry out the following maintenance and shall pay for the following costs:

- a. the annual maintenance of the central heating system, the cleaning of the geysers and boilers (to be carried out by a registered installation company), the sweeping of the chimneys and the cleaning of the gutters and rain-water drains;

- b. defects in the premises, including defects of and/ or replacement of the equipment belonging to the premises, insofar as this is not covered by the (maintenance) work as specified in the 'Minor Repairs Decree';
- c. major garden maintenance;
- d. the installation of at least one connection for (cable)television, telephone and internet;
- e. real estate tax regarding the real right (ownership-related part);
- f. all other charges concerning immovable property such as contributions to the Owners' Association, ground rent, water board charges, environmental tax et cetera insofar as they have been registered in the name of lessor;
- g. the buildings insurance, home contents insurance regarding the goods belonging to lessor that are present in the premises, as well as a third-party insurance for home-owners;
- h. a thorough cleaning of the premises – including if needed dry cleaning and suchlike – immediately prior to the commencement date of this agreement.

### **Liability in case premises not available in time**

**5.** Should the premises not be made available on the agreed commencement date because the premises have not been completed in time or because the previous owner has not vacated the premises in time, lessee will not have to pay for the rent or additional supplies and services, and the same applies to his other obligations, until the date the premises are made available to him. Lessee shall be entitled to claim compensation from lessor for the damages suffered as a result of the delay only if lessor can be blamed for the delay in which case the claim for compensation shall be limited to the agreed rent concerning the period of delay. In case the delay lasts longer than two months, lessee shall be entitled to terminate the tenancy agreement.

### **Additional supplies and services**

**6.1** No later than six months after the end of a calendar month, lessor will annually provide an overview, grouped under headings, concerning the amounts lessee has been charged for the supplies and services. If lessee has been charged while the financial year does not coincide with the calendar year, an amount will be charged that is in proportion to the number of months of the calendar year that is represented in the overview. Upon termination of the tenancy, the overview as referred to above, will relate to the period starting on 1 January until the date of termination of the tenancy.

**6.2** On demand, lessor will offer lessee the opportunity to inspect the invoices, bank statements and other documents on which the overview is based.

**6.3** In case, according to the overview regarding a certain period and while taking the advance payments into account, too little has been paid by lessee or too much has been received by lessee, an additional payment or repayment shall be made within a month after the provision of the overview.

**6.4** Lessor shall be entitled to adjust the advance payment to new circumstances if the settlement of the service charges gives rise thereto and/ or if circumstances occur as a result of which a substantial increase or decrease of the service charges is anticipated. The aim shall always be that the advance payment and the anticipated costs run analogously.

## **Prevention of damage, reporting of damage**

**7.1** Lessee shall take the necessary measures to prevent damage to the premises. Lessee shall take care i.a. that water pipes and central heating installations do not freeze and he shall see to it that chimneys, drains, gutters, geysers, boilers et cetera remain in good working order.

**7.2** Lessee shall immediately inform lessor or lessor's property manager in writing of any damages which occurs in or to the premises. Lessor will ensure that during his holidays or other long periods of absence, it is possible to report damage and that lessee is aware of this possibility.

## **Protection of the residential environment**

**8.** Lessee or actual occupant shall not cause nuisance or inconvenience to surrounding residents and shall ensure that third parties present on the premises at lessee's invitation as well as his or their visitors will act in a similar way.

## **Access for lessor**

**9.** In case of an intended sale, valuation, letting or for the carrying out necessary repairs, lessee shall provide access to the lessor between 09:00 hrs and 17:00 hrs, provided an appointment has been made with lessee at least 24 hours in advance. Lessee shall ensure that during his holidays or other long periods of absence, access to the premises is possible and that lessor is aware of this possibility. In case of emergency, lessor shall have the right to enter the premises without consulting the lessee and/ or outside the hours stated above.

## **Rent adjustment**

**10.1** The annual adjustment of the rent and the payments for furnishings, fixtures, fittings as referred to in article 5 of the tenancy agreement, is calculated based on the change in the monthly price index figure as determined by the consumer price index (CPI), CPI series- all households (2006=100) as published by the Central Bureau for Statistics (CBS). The adjusted rent is calculated in accordance with the following formula: the adjusted rent shall be equal to the current rent on the date of the adjustment, multiplied by the index number of the fourth month of the calendar which comes prior to the calendar month in which the rent is adjusted, divided by the index number of the sixteenth calendar month which comes before the calendar month in which the rent is adjusted.

**10.2** In the case of a regulated rent, the rent could, contrary to article 9.1, be increased annually by a percentage that is, at most, on the commencement date of the adjustment, equal to the legally permitted percentage for housing accommodation with a regulated rent.

**10.3** the rent shall not be adjusted if the adjustment shall result in a lower rent than the last rent in effect.

**10.4** The adjusted rent will be applicable even if lessor has not informed lessee of the adjusted rent or has not done so in a timely fashion.

**10.5** In the event that the tenancy agreement is converted to a tenancy agreement for an indefinite period of time, both lessor and lessee shall be entitled, each time after a period of at least five years of tenancy during which no other rent adjustments have taken place except those as referred to in article 9.1 and 9.2, to request a revision of the rent by adjusting the rental price to the development of the rental price in the rental market.

In the event one of the parties, in accordance with this paragraph, has the right to request such an adjustment to the rental price and wishes to exercise this right, this party shall inform the other party at least three months prior to the date on which the revised rent shall take effect. In case parties do not reach an agreement within six weeks after receipt of the notice as referred to above, each party shall be entitled to terminate the tenancy agreement in accordance with the law and the provisions of the tenancy agreement.

### **Performance and default**

**11.1** The rent, the advance payment of the additional supplies and services and, if applicable, the payment for furniture en fittings, shall always be paid in advance. Payment should be made prior or on the first day of the period to which the payment applies. Any bank charges resulting from a transfer from a bank account outside the Netherlands shall be paid by lessee.

**11.2** The Payment of the rent and of the other obligations, as stipulated in this agreement, shall be made without any discount, deduction or compensation.

**11.3** Lessee shall be in default by the mere lapse of a specified period. In each case that lessee is in default, he shall pay the statutory interest rate regarding the principal sum owed from the date the default started until the day the entire principal sum will have been paid.

**11.4** If the shortcoming of the lessee consists of non-payment or tardy payment of the amounts, as specified in the tenancy agreement, and lessor has demanded payment in writing after default of lessee occurred, then lessee shall pay a sum, in accordance with the Standardization of Extrajudicial Collection Costs Decree (Staatsblad 2012/141), amounting to at least €40,- and at the most 15% of the principal sum owed.

### **Interim termination by lessee**

**12.1** Lessee shall be entitled to terminate this agreement prior to the termination date if lessee or actual occupant is transferred by his current employer to a place located 50 km or more from the premises or in case his employment is terminated, provided lessee informs lessor by registered letter and observes a notice period of at least one full calendar month. The notice should state the reasons for termination and the notice should also be signed by the employer of lessee.

### **Security deposit, bank guarantee or personal guarantee**

**13.1** If Lessee has fulfilled all his obligations and if, at the termination of the tenancy no deficiencies in or on the premises are observed, then the security deposit or bank guarantee shall be returned to lessee within one month following the end of the tenancy. If lessee has not fulfilled all his obligations and/ or if defects are reported in the transfer

report which lessee has not repaired prior to the termination of the tenancy, then the security deposit or bank guarantee shall be returned to lessee within three months after the day the tenancy agreement ends, after deduction of the amount lessee owes to lessor, in accordance with this agreement, including payment for possible damage to the premises, payment for missing fixtures and payment for a thorough cleaning, dry cleaning and similar activities, included if necessary. No interest will be paid on the security deposit.

**13.2** The security deposit, bank guarantee and personal guarantee shall never be used by lessee as payment of any amount owed to lessor. Lessee is not entitled to offset any other amount against the security deposit or the bank guarantee.

### **Apartment right**

**14.** In case the premises are part of a complex that is or will be divided into apartment rights, then lessee shall be obliged to comply with the stipulations following from the deed of division and the applicable rules and regulations.

### **Law concerning the protection of personal information**

**15.** Personal information concerning lessee could be included in a registry for individuals by lessor and the (possible) property manager.

### **Domicile**

**16.1** If lessee is an individual, then, starting from the commencement date of the tenancy, all communications from lessor to lessee relating to the execution of this tenancy agreement, shall be sent to the address of the premises, being the actual domicile of the lessee or actual occupant.

**16.2** Lessee shall, if he or actual occupant ceases to occupy the premises as a permanent residence, immediately inform lessor in writing of this while stating his new address and place of residence.

**16.3** In case lessee or actual occupant cease to occupy the premises as his home without stating his new address to lessor, the address of the premises will continue to be considered the domicile of lessee.