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These general conditions are subject to Dutch law. GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION as set out by Student Housing Holland B.V. on 1 April 2020.

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## **Article 1 Maintenance obligations**

### **1.1**

The following maintenance obligations in relation to the property let are at the Tenant's expense, unless the maintenance is necessary as the result of normal wear and tear or actions or failure to act on the part of the Landlord:

- whitewashing, distempering, wallpapering and painting for the duration of the period of residence,
- day-to-day maintenance and small-scale repairs to locks and hinges and small components of electrical systems, such as switches, lamps, electrical plugs and sockets if damaged by tenant,
- the maintenance of water taps and measures necessary as a result of frozen water pipes,
- replacement of broken windows, if this can be done without considerable costs,
- cleaning and unblocking of drains, sinks and gutters. It's strictly forbidden to flush material in toilet or drains that can block the drains and forces plumbing stoppages. Since plastics and most paper products do not dissolve in the waste disposal system, the Tenant agrees not flush items that have the ability to cause or contribute to plumbing stoppages including, but **NOT LIMITED** to the following items that have been found in previous plumbing stoppages: cigarettes, tissues, sanitary napkins, liners / tampons, condoms, plastic wrappers, disposable sanitary wipes, cleaning wipes, grease, medication, cotton swabs, paper towel, underwear,
- all other repair work ensuing from gross negligence, carelessness, neglect or rough handling during occupancy on the part of the Tenant.

### **1.2**

The Tenant is obliged to compensate for remedy damage caused by him or her. The Tenant is also liable for damage caused by persons using and/or visiting the property let with his or her permission. The Tenant should report all maintenance work to the Landlord immediately, if the Tenant fails to do so he will be held liable for the consequential damage.

### **1.3**

The Tenant is obliged to compensate for any repair work, maintenance work and plumbing stoppage under the liability of the Tenant. The Landlord shall be entitled to have those works carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord.

### **1.4**

The Tenant shall behave and use and maintain the property as befits a good tenant.

## **Article 2 Termination of the Tenancy agreement**

### **2.1**

The Tenancy agreement ends by action of the law when the period referred to in article 3.1 of the Tenancy agreement ends, without requiring notice of the Landlord.

### **2.2**

The Tenant may not give notice of cancellation of the Tenancy agreement before the end of the lease period. The parties intend to conclude a Tenancy agreement which, in line with its nature, is short term as referred to in article 7:232 indent 2 Civil Code. For both the Tenant and the Landlord it's not possible to end the Tenancy agreement before the end of the lease period.

### **2.3**

Upon expiry of the Tenancy agreement, the Tenant will deliver the property let in accordance with the condition in which it was occupied upon commencement of the agreement. The Tenant will hand over the keys to the Landlord on the date of vacation and will follow the check-out instructions.



### **Article 3 Cancellation policy before commencement date**

#### **3.1**

The Tenant can terminate the Tenancy agreement only before the start of the commencement date (as referred to in article 3.1 of the Tenancy agreement) and only before the 1<sup>st</sup> of July, with due consideration of the conditions set out in this article. After the 1<sup>st</sup> of July both parties agree that cancellation of the Tenancy agreement is in no way possible, the Tenant will be held fully responsible for the agreements in the lease.

#### **3.2**

In order to cancel the booking the Tenant hands over to the Landlord an official statement by the admission officer of the university which clearly states the cancellation of the course.

#### **3.3**

If the Tenant terminates the Tenancy agreement according to article 3.1 and 3.2, the Landlord will refund the received down payment within 2 weeks with exception of the booking costs and transfer costs.

### **Article 4 Use of accommodation**

#### **4.1**

The Tenant shall use the accommodation during the whole term of the Tenancy agreement actively, properly and personally, exclusively for the purpose indicated in the Tenancy agreement and paying due attention to existing restricted rights and any requirements imposed or to be imposed by the government, fire department or utility companies in relation to the use of the property. "Utility companies" is intended to include the type of business which is involved in supplying and metering the use of energy, water and suchlike. The Tenant shall keep the property fully furnished and equipped.

#### **4.2**

The Tenant shall comply with written or verbal instructions provided by or on behalf of the Landlord in the interests of proper use of the property and of the various areas, installations and provisions of the building or of which the property form part.

#### **4.3**

Unless the Landlord has given prior written consent, the Tenant is not entitled to let or sub-let the property nor to give any third party any rights to use them, in whole or in part, this to include the letting of rooms and the provision of guest house facilities and giving up the tenancy. Any consent given by the Landlord shall be on a once-only basis and will not apply to other or subsequent cases.

#### **4.4**

It is strongly forbidden by the Tenant to establish or register an own company or somebody else its company at the property and address of the property.

#### **4.5**

If the Landlord has reason to assume that the Tenant has yielded rights of use or sub-let or is making guest house provisions, either in whole or in part, without the Landlord's consent, the Tenant shall be obliged to co-operate in any investigation instigated by the Landlord. This shall include an obligation on the Tenant to provide, on request, the personal details of those using or subletting the property.

#### **4.6**

The Tenant is not permitted to use storage rooms, garages, etc., pertaining to the property as living rooms, as storage except for his own non-commercial use, as working space or as sales accommodation or otherwise to hold any auctions or sales in or beside those places.



## **Article 5      Condition at start and end of the Tenancy agreement**

### **5.1**

At the start of the Tenancy agreement the property are or shall be delivered to and accepted by the Tenant in good condition, without defects. This is the condition in which the property can provide the Tenant with the enjoyment he is entitled to expect at the start of the Tenancy agreement from a well-maintained property of the type to which the Tenancy agreement relates.

### **5.2**

If there is any suggestion of a defect at the start of the Tenancy agreement, this will be confirmed by the Tenant in written to the Landlord. Any such defect will be remedied by the Landlord within a reasonable period. If the Landlord fails to do so, he will only be in breach of agreement after the Tenant sends the Landlord a notice of default.

### **5.3**

Unless otherwise agreed in writing, the Tenant shall surrender the property to the Landlord at the end of the Tenancy agreement or at the end of use thereof in the condition as described at the start of the lease, account being taken of any subsequent work done by the Landlord and normal wear and tear and ageing.

### **5.4**

Furthermore, the property shall be surrendered completely cleared, free of use and rights of use, properly cleaned, free of damages to the furniture, and with all keys being returned to the Landlord. The Tenant is obliged to remove, at his own expense, all items introduced by him in, on or about the property or taken over by him from the previous Tenant, unless otherwise agreed in writing. Moreover, the Tenant shall repair any damage caused to the property by the removal of items, shall make sure that all walls and ceilings are completely clean and without holes or adhesive tape, if the property include a garden, shall leave this unpolluted and properly maintained.

### **5.5**

The Landlord shall carry out an inspection of the property at the end of the Tenancy agreement. If there are defects to the property, to the furniture, and smoke damages, the Landlord reserves the right to deduct the costs of repair or damages of the tenancy deposit. The Landlord shall be entitled to have those works carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord.

### **5.6**

The Tenant shall be liable to pay to the Landlord an amount, calculated in accordance with the most recently applicable rental and payment for ancillary supplies and services, for the time it takes to have the work carried out to restore the furnished room to the condition of the start of the Tenancy agreement, all without prejudice to the Landlord's claim for compensation for further damages and costs. The Tenant shall not be entitled to invoke any rights under this provision.

### **5.7**

The Tenant shall forfeit the ownership of any items he may be deemed to have abandoned by leaving them in the property when he actually leaves the property. Such items may, in the Landlord's option, be removed by the Landlord, at the Tenant's expense, without any liability on the Landlord's part and without any obligation of maintaining records. The Landlord shall be free to make use of such items, including the right to take them into his own possession or to leave them standing in the street at the Tenant's risk, all in the Landlord's own discretion. The Landlord may also elect to have the items taken away for immediate destruction or to have them stored temporarily. If the Landlord has the items concerned taken away for storage, the Tenant may only recover those items from the Landlord, during the time they are in storage, against a one-off payment to the Landlord of all sums due by the Tenant to the Landlord. The Landlord shall not be liable for damage to the items in question during removal, transportation or storage.

## **Article 6      Alteration to fittings, furnishings and appearance by the Tenant**

### **6.1**

The Tenant is not allowed to carry out alterations to the property and furnishings. The term "alterations" shall include making holes in floors, walls or ceilings.



**6.2**

The Tenant shall not be permitted, without prior written consent from the Landlord, to alter the fittings and furnishings or appearance of the property either in whole or in part, or to make any additions thereto, if those alterations cannot be undone and removed by the Tenant at nominal cost at the end of the Tenancy agreement.

**6.3**

The Tenant shall require prior written consent from the Landlord for alterations or additions on or to the outside of the property, including the land, balcony, communal spaces and the garden.

**6.4**

The Landlord is entitled to impose conditions or instructions in any consent given to the Tenant, particularly in relation to the materials and the quality of materials to be used by the Tenant, the construction and working methods to be used and especially with regard to the potential for and consequences of future maintenance and safety. In relation to any consent to be given, the Landlord will further be entitled to impose conditions concerning fire, storm and third-party liability insurance, taxes and levies and liability.

**6.5**

Non-papered walls and ceilings in the property may not be wallpapered by the Tenant. The Tenant is forbidden to put stickers on painted surfaces and from gluing floor-coverings directly onto the floorboards or stairs. Any material the Tenant applies to the walls, such as plaster work, cement or textured paint, decorative plaster and suchlike is not allowed.

**Article 7 Landlord's alterations and improvements****7.1**

If and to the extent that the Landlord is required by compulsory government order to alter, amend or improve the property on their own or the building or complex of which the property form a part, the Tenant confirms that he shall allow such alterations in on or about the property.

**Article 8 Central heating and hot water system****8.1**

If the property is equipped with their own individual central heating system or hot water system, the Tenant shall look after it properly, to the standard expected of a "good tenant".

**8.2**

The Tenant shall be financially liable, without exception, for all costs for repairing damage occasioned by negligence, improper use and inexpert maintenance of the systems and ancillary equipment either by the Tenant himself or by those appointed by him.

**8.3**

During frosty weather the Tenant is obliged to take all available precautions in order to prevent the central heating system, the hot water system and the water pipes from freezing.

**Article 9 Garden, land, boundary partitions, outbuildings****9.1**

If the property include garden or land, the Tenant shall be obliged to lay out, use and maintain the garden as ornamental garden ground. Trees and bushes, including the trees and bushes present at the start of the tenancy, shall be maintained by the Tenant and trimmed regularly.

**9.2**

The Tenant is forbidden, without the Landlord's permission, from erecting, altering or removing boundary partitions, garden sheds, timber structures and other outbuildings.



## **Article 10      Maintenance**

### **10.1**

The Tenant is obliged under the law (Article 7:217 in conjunction with 240 of the Civil Code), the present Tenancy agreement and custom to carry out minor repairs in, on or about the property and the Landlord is obliged to remedy other defects on being asked to do so, unless this is either impossible or would require such an outlay of costs as could not reasonably be required of the Landlord in the circumstances. The parties shall promptly and properly, each at his own expense, attend to the improvements, including renewals, required to do so and which they are obliged to attend to by law, any statutory provision or contractual obligation.

### **10.2**

If the Landlord considers it necessary to carry out or have carried out any works of maintenance, repair, renewal, etcetera to the property or to the building or complex containing the property or to adjacent property, or if such work proves to be necessary in connection with government or public utility company requirements or measures, the Tenant shall allow access to the property for those individuals required to do the work and suffer any consequent inconvenience without entitlement to any compensation, reduction of payment obligations or dissolution of the Tenancy agreement. The Landlord shall consult with the Tenant ahead of time regarding the time when the work is to be carried out.

### **10.3**

If either of the parties neglects to carry out or have carried out any maintenance, repair or renewal for which he is liable - or if these works are carried out inexpertly or poorly - the other party shall be entitled to carry out or have carried out those works at the expense and risk of the negligent party once that (negligent) party has received a written notice of default giving him a reasonable period for compliance with his obligations. If work due to be paid for by the Tenant cannot be delayed, the Landlord shall be entitled to carry out or have those works carried out immediately at the Tenant's expense.

## **Article 11      Damage and Liability**

### **11.1**

Whenever any damage occurs or threatens to occur in, on or about the property, including damage or threatened damage to pipes, cables, tubes, drains, sewers, systems and equipment, the Tenant must immediately advise the Landlord accordingly, in writing.

### **11.2**

If there is a threat of imminent damage or imminent spread of existing damage, the Tenant should report this to the Landlord immediately and take such immediate steps as will prevent and contain any (further) damage in or to the property. This applies particularly when the damage occurs or threatens to occur as a result of weather condition.

### **10.3**

The Landlord shall not be liable for damage and loss of amenity suffered by the Tenant or for damage to items belonging to the Tenant as a result of patent or latent defects in the property, unless such damage or loss of amenity is attributable to the Landlord or unless such damage is caused by a defect which was present at the start of the Tenancy agreement and was or ought to have been known to the Landlord at that time.

### **11.4**

The Landlord shall not be liable for damage caused to the Tenant's person and/or goods, or his family's goods, by storm, frost, lightning strike, serious snowfall, inundation, raising or lowering of the water table, natural disasters, nuclear reactions, armed conflicts, civil wars, insurrections, disturbances, war damage or other calamities.



**11.5**

The Tenant shall be liable for damage to the property arising from any failure to comply with an obligation under this Tenancy agreement, which is attributable to him. All damage except for damage by fire will be presumed to have arisen in this way. The expression "the Tenant" in this paragraph shall also be deemed to include the Tenant's family and third parties present in the property.

**11.6**

The Tenant shall be obliged to take out and maintain an adequate contents insurance policy on normal conditions. The Tenant should resort to his own insurer in the first instance in relation to any damage falling within the ambit and cover of any insurance policy he has taken out.

**Article 12 Protection of the living environment****12.1**

Without the Landlord's prior permission, the Tenant shall not be permitted:

- to fix or permit the affixing of any advertisements in any form whatsoever, for himself or for third parties, on or to the property;
- to connect or install any mechanical extraction device or other equipment to the ventilation pipes;
- to install or use any of the flues present within the property for an open solid fuel fire or multi-fuel store unless such use relates to an open fireplace within the property.

**12.2**

The Tenant shall not cause any hindrance or inconvenience to his/her neighbours or other tenants in the same building or complex and shall ensure that any third parties present with his or her permission and his/her visitors will not cause any nuisance either.

**12.3**

The Landlord undertakes not to cause any hindrance or nuisance to the Tenant. The Tenant will allow inspections but this will only take place by an appointment between Landlord and Tenant. If Tenant refuses to make an appointment for 3 times then the Landlord is allowed to enter the residence and room.

**Article 13 Default / penalty provision****13.1**

The Tenant shall be in default merely on the expiry of one payment period.

**13.2**

For each occasion when the Tenant is in default with the timely payment of any sum of money, he/she shall be liable for €10,- interest per day after the described payment date.

**13.3**

The claim for compensation for extra-judicial expenses will not arise until the party in default has received a written demand from the other party, indicating a reasonable term for compliance, and that term has expired without compliance.

**Article 14 Waste materials/chemical waste****14.1**

If the competent organisations or the government impose guidelines or conditions in relation to the (separate) collection of waste materials, the Tenant shall be obliged to comply closely with these directions at all times. Failure to comply or to comply fully with these obligations will render the Tenant liable to the resulting financial, criminal and other potential consequences.



**14.2**

The Tenant is responsible for the waste management of the property. This means that the Tenant have to make sure that the bins our outside during the estimated dates for emptying the bins pointed out by the local government. It also means that Tenant follows the rules of recycling. If for what reason the bins are not emptied on the estimated dates then the Tenant must report this to the Landlord immediately.

**14.3**

If the Tenant and the members of Tenant's household fails according to article 14.1 and 14.2, the Landlord reserved the right to take extra waste management measures by placing an extra waste container. If there are waste bags not placed in the bins, the Landlord reserved the right to remove the waste bags, the Tenant is liable for the costs of removal. The costs for the extra waste management measures will be deducted from the sustainable footprint deposit.

**Article 15      Requests****15.1**

Unless the Landlord has issued them on his own initiative, the Tenant may only rely on permissions, approvals, statements or notifications on the part of the Landlord if the Tenant has applied for them in writing and the Landlord has issued a positive answer. Conditions may be attached to any permission, approval, statement or notification issued by the Landlord.

**Article 16      Complaints****16.1**

The Tenant shall lodge any complaints and requests in writing. This may be done verbally in urgent cases, followed up by the Tenant as quickly as possible in writing.

**Article 17      Pets****17.1**

It's strictly forbidden to have pets in the property nor in the garden.

**Article 18      Non-smoking****18.1**

It's strictly forbidden to smoke inside the property. A breach of this article will have serious consequences for the Tenant, as set out in article 12 of the Tenancy agreement.

**Article 19      Pest infestation****19.1**

We strongly recommend to keep the common areas and rooms very clean and tidy. If no proper hygienic state is maintained, there is a high risk of a mice infestation and ant infestation if you don't follow our recommendations:

- Don't store food in your room
- Always store food in closed boxes
- Clean the kitchen immediately after cooking
- Remove food crabs and breadcrumbs immediately (also from the floor)
- Don't store waste outside the bins, both inside as outside
- Put pizza boxes straight in the rest bin outside
- Make sure the waste bins are emptied on the estimated dates
- Cigarette butts attracts mice so always put them in the ashtray
- Turn off the heaters to level 1 or 2 when leaving to avoid an ideal climate for mice infestation



**Article 20      Final provision****20.1**

Unless the parties have consented or agreed otherwise, complete or partial interim dissolution of the Tenancy agreement and suspension of the obligations arising from it shall only be permitted on the intervention of the Court.

