
GENERAL TERMS AND CONDITIONS FOR TEMPORARY RENTALS

These General Terms and Conditions are applicable to the services and the rental agreement, as defined in article 1, and each agreement between the lessee and lessor.

Article 1. Rental Agreement

In these General Terms and Conditions under rental agreement is understood: each agreement made between the lessee and lessor for the rental of short-term living accommodation.

Article 2. Use

2.1 The lessee is obliged to use the rented space him or herself.

2.2 The lessee is obliged to comply with all applicable laws and regulations originating from government agencies.

2.3 If the rented space forms part of a larger entity (shared accommodation), the lessee shall comply with the applicable (household) regulations. The lessee is obliged to complete and sign any forms that need to be signed in connection with the lessee's stay in the rented space. 2.4 The lessee is obliged to use the rented space in a normal way and to refrain from causing nuisance to neighbours or to the lessor. On account of the aforementioned, the lessee is not allowed to play a musical instrument in the rented space, keep pets or to smoke. 2.5 The rented space will be rented out furnished. On delivery by the lessor to the lessee, an inspection report will be drawn up including a list of the current fixtures/fittings. Both parties shall sign this list to confirm the current fixtures/fittings. The inspection report forms part of this rental agreement and is attached as Appendix 1.

2.6 The lessee is obliged to take the necessary measures to prevent damage to the rented space. The lessee will take action to prevent that the central heating and the water pipes freeze. The lessee will ensure that chimneys, drains, drainpipes, geyser, boiler etc. remain well-maintained and clean. The lessee will ensure that the bathroom is kept clean to prevent mould-formation. Any costs that arise from this cleaning obligation are at the lessee's expense.

2.7 The lessee will inform the lessor immediately, in any event as quickly as possible, of any damage to the rented space. Should the lessee violate this warning obligation, the lessee will be liable for all damage.

Leaking taps and problems with the toilet should in any event be reported without delay, otherwise any additional repair costs will be at the lessee's expense.

Should the lessee be absent for a longer period, the lessee will ensure that he or she can satisfy this warning obligation.

2.8 The lessee is liable for all damage to the rented space caused by the lessee's failure to meet his/her obligations under the rental agreement. All damage to the rented space will be deemed to be caused by the lessee's failure to meet his/her obligations under the rental agreement.

Article 3. Costs at the lessee's expense

3.1 Unless otherwise agreed, the following costs are at the lessee's expense:

- a) costs of any broken windows in the rented space;
- b) costs for repair or replacement due to damage to the fixtures/fittings (including furniture) caused by the lessee, user or guests of the lessee or user; and
- c) the costs for gas, water and lighting (including heating), internet and television connection. An advance payment for these items with settlement at a later date is not included in the rental price.

Article 4. Costs at the lessor's expense

4.1 The following costs are at the lessor's expense:

- a) costs connected to the (partial) rented property, such as tax for sewerage and ground;
- b) costs for household contents, fire and home insurance.

Article 5. Delivery

5.1 The lessee is obliged to vacate the rented space at the end of the agreed rental period.

5.2 The lessee should deliver the rented space in the same state in which the rented space was made available to the lessee. The lessee declares that he/she has received the rented space in good condition, clean and free of any damage.

5.3 All provided fixtures/fittings should be present on delivery. The list with the current fixtures/fittings will be signed by the lessee and lessor on delivery and is legally binding. The contents of the fixtures/fittings list may not be altered.

5.4 On delivery, the lessee should surrender the key to a party authorised by the lessor.

5.5 If, according to the lessor, the lessee has not delivered the rented space in a clean state or if, according to the lessor, repairs are required to the rented space, any costs that the lessor is required to make for cleaning or repair shall be payable by the lessee. Minor damage caused through normal use are at the lessor's expense.

5.6 The lessee forfeits his/her rights relating to any personal possessions that the lessee leaves behind in the rented space on delivery. The lessor is authorised to have these goods removed. Removal costs are at the lessee's expense. The lessor is not obliged to carry out maintenance to goods left behind and cannot be held liable for any damage to any goods left behind.

Article 6. Alterations to the rented space

6.1 The lessee is not allowed to make alterations to the rented space, unless the lessor has given prior written permission for this. The lessee is responsible for all damage that arises from any (minor) alterations such as use of nails, screws, stickers etc.

Article 7. Substitution *and* sublease

7.1 Barring prior written agreement from the lessor, the lessee is not allowed to substitute him/herself with *another* party.

7.2 Barring prior written agreement from the lessor, the lessee is not allowed to sublease the rented space to another party.

Article 8. Lessor's liability and indemnity

8.1 If the living accommodation to be rented out is not owned by the lessor but is rented out by mandate, the lessor is under no circumstances liable for obligations, of whatever nature, that arise from the agreement for mandate or mediation and that has effect on the rental agreement.

8.2 The lessor is not liable for any damage to goods or *to* the lessee, user, or visitors of the lessee or user, caused by a defect in the rented space, through weather conditions such as flood, natural disaster or other emergencies.

8.3 Any liability of the lessor, its employees or representatives in respect of this lessee is limited to the amount of compensation that has been paid to the lessor in the framework of the rental agreement, irrespective of the legal grounds on which the lessor's liability is based. 8.4 Under no circumstances shall the lessor or its employees or representatives be liable (either contractually, or by virtue of an unlawful act) for any indirect damage or consequential damage, including (but not limited to) loss of profit or turnover.

8.5 Parties agree that the lessor is not obliged to indemnify the lessee, nor to provide assistance to the lessee, in the event of any claim brought by a third party against the lessee arising directly or indirectly from the rental agreement, irrespective of the legal grounds upon which such a claim is based.

Article 9. Force majeure

9.1 Coincidence and/or force majeure gives the lessor the right to cancel the rental agreement totally or partially without any period of notice and without notice compensation and the right to postpone the obligations under the rental agreement. In the above case, the lessor cannot be held liable in any way for non-compliance with its obligations or for any possible damage that the lessee suffers through this.

Article 10. Cancellation and additional guarantee

10.1 Notwithstanding the entitlement to compensation, the lessor is authorised to cancel the agreement, even if this has been partially executed, without a notice of default being required and/or without additional guarantees being required:

In the event of bankruptcy, a guardianship order, administration order, serious impairment of creditworthiness, or death of the lessee;

In the event that the lessee does not comply with his/her obligations by virtue of the rental agreement, the services and these General Terms and Conditions;

In the event that the lessee no longer actually uses the rented space.

10.2 The lessee indemnifies the lessor for possible claims that may arise from the circumstances described in 10.1.

Article 11. Penalty clause

11.1 Should the lessee default in the rental agreement and the default continues in spite of notice from the lessor to rectify this default, the lessee is obliged to pay a penalty of € 250 per day for each day that the default continues. Furthermore, the lessor retains its entitlement to compensation and cancellation, without notice of default being required.

Article 12. Access to the rented space

12.1 Should the lessor or its agent wish to enter the rented space for inspection, taxation, future renting out or repair to the rented space, and wish to have the work carried out, the lessor is authorised to do this on business days between 9.00 am and 5.00 pm. Before entering the rented space at the aforementioned times, the lessor should make an appointment with the lessee at least 24 hours in advance.

12.2 In the event of the lessee's long-term absence, such as holiday, the lessee should ensure, in the framework of the aforementioned inspections and/or works, that the lessor is given access to the rented space. The lessee should inform the lessor where appropriate as to how the lessor can gain access to the rented space.

Article 13. Authority for renting out

13.1 The lessor declares that it is authorised to enter into a rental agreement with the lessee. The lessor indemnifies the lessee from any claims that could arise from any lack of jurisdiction.

Article 14. Assignment

14.1 The lessor has the right to transfer the rental agreement and all rights and obligations arising from this to a third party. By signing the rental agreement the lessee already grants in advance his agreement for any transfer.

Article 15. Adaptation to the rental agreement

15.1 Any adaptation to the rental agreement shall only be made in writing.

Article 16. Invalidity of general provisions

16.1 The invalidity of any provision of these terms and conditions will have no influence on the validity and/or enforceability of the general provisions and shall therefore not lead to the invalidity of these provisions. A change of the lessor's Executive Board, management or shareholders shall have no influence on the services, the rental agreement or any other agreement between the parties. The lessor reserves the right to adapt its General Terms and Conditions if the lessor considers this necessary and/or if this is necessary in connection with the company's activities.

Article 17. Costs of legal procedure

17.1 Barring any proceedings costs that the lessor is ordered to pay by a judge, the lessor is responsible for any judicial and extrajudicial costs that arise from any reciprocal claims from the rental agreement. The lessee and the lessor agree that these costs will be determined according to the Dutch Bailiff's Fees Decree as is applicable at that time.

Article 18. Domicile

18.1 The lessee chooses domicile at the address of the rented space. Only if the actual address of the lessee is shown on the rental agreement, can domicile also be chosen at that latter address. The lessor chooses domicile at the actual address as is stated in the rental agreement. The lessor can also choose domicile at the lessor's registered office, if this address is also shown in the rental agreement.

Article 19. Applicable law

19.1 Dutch law applies to the rental agreement and to these General Terms and Conditions. All disputes that arise between parties, shall be resolved through a Dutch law court. The disputes shall preferably be brought before the district court in 's-Gravenhage, this barring insofar as mandatory competence regulations would prevent this choice.