



## ***GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMODATION***

Model established by the Real Estate Council (ROZ) on 30 July, lodged with the/ Clerk of the Court in The Hague on 31 July 2003 and registered there under num. All liability for detrimental consequences of the use of the model is hereby expressly excluded by the ROZ.

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## **1. Use**

- 1.1** The Tenant shall use the Subjects during the whole term of the contract actively, properly and personally, exclusively for the purpose indicated in the lease contract 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 Subjects. "Utility companies" is intended to include the type of business which is involved in supplying and metering the use of energy, water and suchlike. Unless at the start of the Lease Contract there is a let of accommodation on a semi-furnished or furnished basis, the Tenant shall furnish and equip the Subjects at the start of the lease. The Tenant shall keep the Subjects fully furnished and equipped.
- 1.2** 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 Subjects and of the various areas, installations and provisions of the building or complex of which the Subjects form part.
- 1.3** Unless the Landlord has given prior written consent, the Tenant is not entitled to let or sub-let the Subjects 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.
- 1.4** If the Tenant contravenes the provisions of clause 1.3, he will be liable to the Landlord for a directly enforceable penalty for each day that the contravention continues, equivalent to three times the daily rental chargeable by the Tenant at the time with a minimum of € 45.- per day, without prejudice to the Landlord's right to have the Lease complied with or to dissolve the Lease on the grounds of breach of contract, and to claim damages insofar as these exceed the penalty. Furthermore, the Tenant shall pay over to the Landlord all income received by him.
- 1.5** 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 Subjects.
- 1.6** The Tenant is not permitted to use storage rooms, garages, etc., pertaining to the Subjects 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.
- 1.7** The Landlord is obliged to make the Subjects available to the Tenant on the anticipated entry date for the Lease. If the Landlord, for reasons beyond his control, cannot make the Subjects available on time - for example because the previous tenant has not vacated the Subjects on time in contravention of the arrangements made for this, or the Landlord has not received any consents he has applied for in due time or the Subjects are not available in time - the Landlord shall not be liable for this and the tenancy will commence on the date when the Landlord does make the Subjects available to the Tenant, unless the Tenant has, in the meantime, advised the Landlord in writing that he no longer wishes to proceed with the tenancy. If the Landlord cannot make the Subjects available on time, the Landlord's only liability will be to take such immediate steps as are necessary to keep any further delays to a minimum.

## **2. Condition at start and end of the Lease**

- 2.1** At the start of the Lease Contract the Subjects are or shall be delivered to and accepted by the Tenant in good condition, without defects. This is the condition in which the Subjects can provide the Tenant with the enjoyment he is entitled to expect at the start of the Lease Contract from a well-maintained property of the type to which the Lease Contract relates. The condition of the Subjects at the start of the Lease Contract shall be established in a dated inspection report/description prepared in duplicate at least, signed by the parties and with a copy being given to each party.  
If there is any suggestion of a defect at the start of the Lease Contract, this will be confirmed in the inspection report/description. 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 contract after the Tenant sends the Landlord a notice of default.

- 2.2** Unless otherwise agreed in writing, the Tenant shall surrender the Subjects to the Landlord at the end of the Lease Contract 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.
- 2.3** Furthermore, the Subjects shall be surrendered completely cleared, free of use and rights of use, properly cleaned, 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 Subjects or taken over by him from the previous tenant, unless otherwise agreed in writing. Moreover, the Tenant shall repair any damage caused to the Subjects by the removal of items, shall make sure that all un-papered walls and ceilings are white in colour and, if the Subjects include a garden, shall leave this unpolluted and properly maintained (without holes or pits).
- 2.4** The parties shall carry out a joint inspection of the Subjects at the end of the Lease Contract. A further inspection report shall be prepared by the Landlord and signed by the parties. This inspection report shall be compared with the inspection report prepared at the start of the lease.  
It shall then be established whether the Tenant has to carry out any maintenance or repair works. If the Tenant does not co-operate in this inspection, the Landlord's findings contained in the inspection report will be taken to be correct in the absence of proof to the contrary by the Tenant.
- 2.5** The Tenant shall arrange for any repair or maintenance works contained in the inspection report to be carried out before he finally leave the Subjects
- 2.6** If the Tenant does not carry out the maintenance and repair work contained in the inspection report or does not do so adequately, 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. Any damage only apparent after the clearance of the habitable rooms has taken place and which should have been repaired by the Tenant, or work that should have been done by the Tenant and only becomes apparent at that stage, shall likewise entitle the Landlord to have that work 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.
- 2.7** 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 Subjects to the condition specified in Clause 2.2 and calculating from the day after the date on which the Lease Contract ends, 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.
- 2.8** The Tenant shall forfeit the ownership of any items he may be deemed to have abandoned by leaving them in the Subjects when he actually leaves the Subjects. 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.
- 2.9** The provisions of Clause 2.8 shall not apply to moveable items which the Tenant has handed over to the subsequent tenant, provided the Landlord is informed of such a handover in writing.

### **3. Alteration to fittings, furnishings and appearance by the Tenant**

- 3.1** The Tenant shall always inform the Landlord promptly in advance and in writing about any alterations or additions to the fittings, furnishings or appearance which the Tenant wishes to introduce or have carried out in, on or about the Subjects. The term "alterations" shall include making holes in floors, walls or ceilings, unless these are small-scale screw or pin holes.
- 3.2** The Tenant shall not be permitted, without prior written consent from the Landlord, to alter the fittings and furnishings or appearance of the Subjects 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 lease. Alterations or additions carried by the Tenant without the Landlord's prior consent must be undone by the Tenant at the end of the Lease Contract.
- 3.3** The Tenant shall require prior written consent from the Landlord for alterations or additions on or to the outside of the Subjects, including the land, balcony, communal spaces and the garden (unless it relates to conversion into an ornamental garden).
- 3.4** Unless the parties specifically agree otherwise, the Landlord does not grant any consent for alterations and additions which the Tenant might wish to carry out if:
- the rental marketability of the Subjects would be jeopardised by them;
  - the alteration would lead to a reduction in value of the Subjects;
  - the alterations are not required for appropriate use of the Subjects;
  - the alteration would not increase the enjoyment of the Subjects;
  - if the Landlord has serious objections to the introduction of the alterations.
- 3.5** There may be serious objections on the Landlord's part in any case where the alterations or additions:
- would not comply with any relevant government and/or utility company conditions or if any permissions required for them are not obtained;
  - would be of inadequate technical quality;
  - would have a detrimental effect on the rental marketability of the Subjects and/or adjacent properties;
  - would impair efficient home management;
  - would or might cause a nuisance or hindrance to third parties;
  - would prevent the Landlord from allocating the property to potential tenants in the Landlord's primary target group;
  - might reasonably be assumed to cause damage to the Subjects or the building of which the Subjects form a part;
  - would alter the nature of the Subjects;
  - would contravene the conditions under which the owner of the Subjects acquired that ownership.
- 3.6** 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.
- 3.7** When notifying consent, the Landlord shall advise whether the alterations have to be removed or not at the end of the Lease Contract. If he requires removal, the Landlord shall be entitled to require a guarantee or other security for compliance with that obligation. The removal may only be avoided if the Landlord agrees to a joint written request from the Tenant and the new tenant for the retention of the alterations or improvements, in the sense that these could be taken over by the new tenant. This consent may only be applied for from the Landlord by using a handover form supplied by the Landlord to the departing Tenant or the new tenant. Subsequently the new tenant shall, for his part, make arrangements at the end of his lease contract for the removal of the alterations, unless this can be avoided once again by means of the provisions in the first sentence.
- 3.8** The Tenant shall be obliged to maintain and repair any alterations and additions introduced or taken over by him. When the Tenant has taken over items, alterations or additions from a prior tenant, the Landlord shall never

- incur any liability because of them. The Tenant indemnifies the Landlord against all third party claims for damages caused by alterations or improvements introduced by the Tenant.
- 3.9** Non-papered walls and ceilings in the Subjects 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 shall be removed by the Tenant at the end of the Lease Contract unless the subsequent tenant informs the Landlord in writing that he shall take over the wall finishes introduced by the Tenant and that he (the new tenant) shall, in turn, arrange for their removal at the end of his lease contract.
- 3.10** Any consent given by the Landlord is on a once-only basis and will not apply to other or subsequent cases.
- 3.11** The Landlord shall not be bound by any recommendation made by the Tenant for a subsequent tenant for the Subjects, even if the recommended subsequent tenant is prepared to take over the alterations or improvements introduced to the Subjects by the Tenant.
- 3.12** The provisions of Clauses 2.1 to 2.9 inclusive of these General Terms and Conditions shall apply, *mutatis mutandis*, in relation to alterations and improvements in or on the subjects.
- 3.13** All alterations introduced by the Tenant in contravention of the Landlord's conditions must be undone on the Landlord's first request to do so.
- 3.14** If any items introduced by the Tenant have to be temporarily removed in connection with maintenance or repair works to the Subjects or, as the case might be, the building or complex of which the subjects form part, the Tenant shall be responsible for the costs and risk associated with the removal, any storage costs and the costs of bringing them back, whether or not the Landlord gave consent for the introduction of the items in question.

### **4. Landlord's alterations and improvements**

- 4.1** If and to the extent that the Landlord is required by compulsory government order to alter, amend or improve the Subjects on their own or the building or complex of which the Subjects form a part, the Tenant confirms that he shall allow such alterations in on or about the Subjects.
- 4.2** If the Subjects form part of a complex of several self-contained dwellings and the Landlord wishes to alter, amend or improve the complex or that part of the complex of which the Subjects form a part, albeit those works are not required by compulsory government order, the Tenant must allow the Landlord the opportunity to do so, provided that:
- a. at least 70% of the tenants within the complex or that part thereof containing the Subjects agrees to the proposed alteration, amendment or improvement;
  - b. the said alteration, improvement or amendment can only be effected, as a result of technical, organisational social and/or financial reasons, to the whole complex or to a section of it at a time;
  - c. the Landlord has promptly advised the Tenant about the foresaid alteration, amendment or improvement and has discussed the matter with both the Tenant and the residents' committee.
- 4.3** If the Landlord is entitled or obliged under Clauses 4.1 or 4.2 to carry out particular alterations or renewals to the Subjects, the Landlord shall be permitted to increase the rental by an amount reasonably reflecting the costs incurred by the Landlord in carrying out such modifications, alterations and additions. The Landlord shall not, however, be entitled to charge any increase for alterations or renewals, which might be regarded as maintenance after the event, to bring the Subjects up to the level of maintenance which the original rental reflected.
- 4.4** The Tenant shall be entitled, within three months after any increase in rental by the Landlord, to put such an increase to a rent review committee for assessment by the committee as to whether the amount of the increase corresponds reasonably with the costs of improvement, modification or renewal incurred by the Landlord. This is all without prejudice to the parties' rights to seek a decision on the matter from the Courts within eight weeks after the rent review committee's decision is issued.

4.5 The provisions of Clause 10.5 shall apply in the event of any alteration, amendment or improvement as specified in Clauses 4.1 and 4.2.

#### **5. Lift**

5.1 If the complex containing the Subjects is equipped with a lift, the Tenant, his family and guests will be obliged to observe scrupulously all conditions issued or to be issued by the Landlord, the lift installer or the government.

5.2 The Landlord shall arrange the conclusion of a service agreement for the lift installation.

#### **6. Central heating and hot water system**

6.1 If the Subjects are 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".

6.2 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.

6.3 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. If the Tenant is absent from the Subjects during the heating season, he is - in light of the danger of freezing within the said systems - forbidden from turning off the central heating radiators.

6.4 If and to the extent that this is not attended to by the Landlord at the Tenant's expense, the Tenant shall be obliged to conclude, at his own cost, a service agreement with a reputable service company, to include periodical maintenance of the systems and ancillary equipment. The Landlord shall be entitled to examine this service agreement.

6.5 If either the central heating system or the hot water system forms part of a larger system serving other accommodation apart from the Subjects, then the heating and hot water systems will be commissioned and maintained by the Landlord, who will also arrange conclusion of a service agreement.

#### **7. Communal or central antenna facility**

7.1 If the Subjects are, become or can be connected to an existing communal or central system for reception of radio and television programmes, the Tenant shall not be allowed to install or retain his own aerials, nor to carry out any alterations to the system.

7.2 Only the connection point for the communal or central antenna facility installed within the Subjects may be used to connect up receiving apparatus. The Tenant shall use appropriate connecting cables, to be obtained by him at his own expense, for these connections. The Tenant is liable for damage to the installation arising from the use of incorrectly operating receiver apparatus or inappropriate connecting cables.

#### **8. Garden, land, boundary partitions, outbuildings**

8.1 If the Subjects include garden or land, the Tenant shall be obliged to lay out, use and maintain the garden as ornamental garden ground and to refrain from using the same for storage of goods of whatever nature, or for parking of one or more automobiles, caravans, boats and suchlike. Trees and bushes, including the trees and bushes present at the start of the tenancy, shall be maintained by the tenant and trimmed regularly. If trees or bushes within the garden cause a nuisance, they must be removed at the Tenant's expense. If a felling permit is required, the Tenant must apply for this at his own expense, having first notified the Landlord. Any damage caused by trees, bushes or other plants shall be the Tenant's financial responsibility.

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

8.3 The provisions of Clauses 3.1 to 3.14 shall apply *mutatis mutandis*.

#### **9. Sun awnings**

9.1 The Tenant is forbidden from installing any external sun awning unless he has previously obtained the Landlord's approval in relation to its construction, colour and method of attachment.

9.2 The provisions of Clauses 3.1 to 3.14 shall apply *mutatis mutandis*.

#### **10. Maintenance**

10.1 The Tenant is obliged under the law (Article 7:217 in conjunction with 240 of the Civil Code), the present Lease Contract and custom to carry out minor repairs in, on or about the Subjects 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 The provisions of Clause 10.1 are without prejudice to the Tenant's obligation, incorporated in Clause 3.8, to maintain, repair and renew any improvements carried out by or on behalf of the Tenant himself.

10.3 The minor repairs, which will be the Tenant's financial responsibility, shall be carried out by or on behalf of the Landlord if such maintenance is included in the supplies and services to be provided by the Landlord in terms of Clause 6 of the Lease Contract.

10.4 The foregoing provisions are without prejudice to each party's obligation to make appropriate provisions at his own expense for any improvements required as a result of intentional actions, negligence, omission or improper use of the Subjects by himself or by individuals for whom he is answerable.

10.5 If the Landlord considers it necessary to carry out or have carried out any works of maintenance, repair, renewal, etcetera to the Subjects or to the building or complex containing the Subjects 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 Subjects 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 Lease Contract. The Landlord shall consult with the Tenant ahead of time regarding the time when the work is to be carried out.

10.6 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.

#### **11. Access**

11.1 The Landlord and all individuals appointed by him shall be entitled to enter the Subjects, after consultation with the Tenant, between 08.00 hours and 17.30 hours on working days for the purpose of inspecting the conditions of the Subjects in relation to work mentioned at 10.3 to 10.6 inclusive and for valuations. In cases of emergency, the Landlord shall be entitled to enter the Subjects even without consultation and/or outside the foresaid times.

11.2 In the event of any proposed sale or auction of the Subjects, and during the final three months before the end of the Lease Contract, the Tenant shall be obliged, on having received prior notification by or on behalf of the Landlord, to provide the opportunity for viewings of the Subjects from 10.00 hours to 12.00 hours and from 14.00 hours to 16.00 hours on working days and on the auction days, and shall allow the usual "To Let" or "For Sale" signs or posters to be erected on or about the Subjects

#### **12. Damage and Liability**

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

12.2 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 Subjects. This applies particularly when the damage occurs or threatens to occur as a result of weather conditions.

- 12.3** If the Subjects form part of a larger building or of a complex of buildings, the provisions of 12.1 and 12.2 shall likewise apply in relation to the larger building or complex of buildings, but particularly in relation to communal spaces and adjacent buildings. Direct action by the Tenant will only be required in such cases if it might reasonably be expected of him.
- 12.4** The Landlord shall not be liable for damage and loss of amenity suffered by the Tenant and/or his family or for damage to items belonging to the Tenant and/or his family as a result of patent or latent defects in the Subjects, 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 Lease Contract and was or ought to have been known to the Landlord at that time.
- 12.5** 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.
- 12.6** The Tenant shall be liable for damage to the Subjects arising from any failure to comply with an obligation under this Lease Contract, 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 Subjects.
- 12.7** 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.

### **13. Protection of the living environment**

- 13.1** To the extent that the Subjects form part of a larger building or complex including accommodation and ground over which the Tenant does not have exclusive usage rights, he/she shall ensure that that accommodation and those areas do not become polluted and are not used for purposes other than those for which they are apparently intended or are intended in terms of the Lease Contract or the Landlord's instructions. In particular, the Tenant will not access or allow others to access the roof, the switchgear room for the lift, the fire escapes, the accommodation for the central heating system and the accommodation for the pressurized water system. Likewise, the Tenant may not leave any vehicles, prams, bicycles or other objects anywhere other than in the places intended for them and may not shake out or hang out bedding, washing, etc., on the outside of the building other than within the balcony area.
- 13.2** Without the Landlord's prior permission, the Tenant shall not be permitted:
- to a fix or permit the affixing of any advertisements in any form whatsoever, for himself or for third parties, on or to the Subjects;
  - 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 Subjects for an open solid fuel fire or multi-fuel store unless such use relates to an open fireplace within the subjects. The provisions of clauses 3.1 to 3.14 inclusive shall apply, *mutatis mutandis*.
- 13.3** The Tenant shall not be permitted:
- to keep any animals in or about the Subjects which cause a nuisance;
  - to extract combustion gases in any way other than by the existing flues nor to use the ventilation ducts for that purpose;
  - to grow cannabis or similar plants in the Subjects, to possess and/or deal in narcotic substances from the Subjects or to carry out any other activity will be regarded as being so serious that it will justify dissolution of the Lease Contract within the shortest possible period.
- 13.4** 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.

- 13.5** The provisions of Clause 13.1 to 13.4 inclusive are intended to promote good relationships between the occupants of the building or complex of which the Subjects form part.
- 13.6** The Tenant shall behave and use and maintain the Subjects as befits a good tenant.

### **14. Additional supplies and services**

- 14.1** To the extent that the Subjects form part of a building or complex and supplies and services relate also to other parts thereof, the Landlord will determine what proportion of the charges the Tenant should pay for such supplies and services in the Landlord's reasonable opinion. In so doing, the Landlord shall not be required to take account of the fact that the Tenant makes no use of one or more of these supplies and services.
- 14.2** The Landlord shall send to the Tenant every year, not later than six months after the end of the calendar year, an itemised statement of the costs of supplies and services charged by the Landlord, together with an explanation of the means of calculation and, so far as applicable, the Tenant's share of those costs. If the Landlord charges costs which do not relate to the calendar year but rather to another period of 12 months forming a financial year, and that financial year ends during the course of the calendar year, the Landlord shall include a summary of the costs for that other period. At the end of the Lease, the aforementioned summary shall relate to the time in the calendar year already expired at the point when the tenancy ends.
- 14.3** If it is apparent from the statement for a period in question, and taking account of advance payments, that the Tenant has paid too little or that the Landlord has received too much, there shall be an additional payment or a repayment within one month after the statement is sent out.
- 14.4** If so wished, the Landlord shall provide the Tenant with the opportunity to inspect the books on which the statement has been based and the other commercial records or copies thereof, all for a period of one month after the statement is sent out.
- 14.5** The Tenant shall be bound by any reduction or extension of the supplies and services provided by the Landlord and the relevant amended advance payment if that amendment relates to supplies and services which are or may be provided to a number of tenants together and not less than 70 per cent of the tenants have approved. Any Tenant who has not approved the amendment may, within eight weeks after receiving the written notification from the Landlord that agreement has been reached with at least 70 per cent of the tenants, demand a decision from the Court on the reasonableness of the proposal.
- 14.6** If the supplies and services include the provision of gas, electricity, heat and/or (hot) water, the Landlord may, after consultation with the Tenant, adjust the means of payment for that use and that Tenant's share of the costs linked to that use.
- 14.7** If the usage of gas, electricity, heat or (hot) water is determined by reference to usage metres and if any dispute arises as a result of the non-functioning or incorrect functioning of those meters in relation to the Tenant's share of the costs of use, then that usage may be established by a business specialising in establishing the consumption of gas, electricity, heat and/or (hot) water. This provision will likewise apply in the event of damage, destruction or fraud in relation to the meters, without prejudice to the Landlord's whole rights in such a case against the Tenant, such as the right to repair or renewal of the meters and compensation for damages sustained.

### **15. Usage costs**

The costs of using water, gas, electricity and other energy, including the costs of entering into an agreement for the supply and meter rental and also costs connected with the supply of television, radio and other signals, shall be charged to the Tenant, even if the supplier levies those charges against the Landlord. The Tenant shall be obliged to observe the regulations and conditions of the relevant organisations and must allow meters to be installed and read at his own expense. Any fines, expenses and damages arising from or payable because of the Tenant's actions in contravention of the conditions applying to the provision of these supplies shall be payable by the Tenant.

## **16. Payments**

Payment of the rental and all further charges arising in terms of this contract shall be made in Dutch legal tender not later than at the due date - without deduction, discount, retention or set-off against any claim the Tenant has or believes he has against the Landlord, apart from the case specified in Article 7:206, paragraph 3 of the Civil Code - by payment or transfer to a bank account indicated by the Landlord. The Landlord shall be free, by means of written intimation to the Tenant, to amend the place or method of payment. The Landlord is entitled to decide which of any outstanding claims under the Lease Contract shall be reduced by any payment received from the Tenant, unless the Tenant specifically indicates otherwise when he makes the payment. In this last case, the provisions in article 6:50 of the Civil Code shall not be applicable.

## **17. Joint and several liability, co-tenancy**

- 17.1 If more than one individual is contractually bound as Tenant, they shall always be liable jointly and severally to the Landlord and each of them for all of the obligations arising from the Lease Contract. Deferment of payment or remission on the Landlord's part to one of the Tenants, or an offer to do so, shall affect only that Tenant.
- 17.2 Any individual who enters into and has signed the Lease Contract with the Landlord along with one or more others shall not, unless there is a statutory co-tenancy, lose his/her tenancy rights merely by finally leaving the Subjects. Even then he/she shall remain jointly and severally liable for the Lease Contract obligations. A contractual co-Tenant may only terminate the Lease Contract in conjunction with the other Tenant(s).
- 17.3 When entering into the contract, the Tenant must inform the Landlord whether he/she is married or has entered into a registered partnership. The Tenant shall provide the personal details of his/her partner to the Landlord. If the Tenant marries or enters into a registered partnership after the Lease Contract has been concluded, he/she shall immediately inform the Landlord of this and provide the partner's personal information.
- 17.4 The obligations under the Lease Contract are joint and several, even as regards heirs and others deriving right from the Tenant.

## **18. Rental adjustment**

If the Subjects comprise self-contained accommodation with a deregulated rental:

- the annual rental adjustment shall be on the basis of the alteration of the monthly price index of the Consumer Price Index (CPI), all households series (2000 = 100), published by the Central Bureau of Statistics (CBS);
- the amended rental shall be calculated according to the following formula: the amended rental shall be equivalent to the existing rental of the date of amendment, multiplied by the index point in the fourth calendar month before the calendar month in which the rental is adjusted, divided by the index point of the sixteenth calendar month before the calendar month in which the rental is adjusted;
- the rental shall not be adjusted if the adjustment would lead to a lower rental than the most recently valid figure, but in such a case the most recently valid rental figure will continue to apply until a subsequent indexation of the index point in the calendar month four months prior to the adjustment is higher than the index point of the calendar month four months prior to the calendar month in which the most recent adjustment took place. In such a case the rental adjustment will use the index points of the months respectively four and sixteen months prior to the calendar month in which the rental is adjusted;
- an indexation method as closely comparable as possible shall be used if the CBS ceases publication of its index points or alters their basis of calculation, and in case of a difference of opinion on this matter, the party taking the initiative may ask the Director of the CBS to pronounce a decision to be binding on the parties. Half of any costs associated with this will be borne by each of the parties;
- the amended rental shall apply even if no separate notification thereof is given to the Tenant.

## **19. Termination by giving notice**

Termination of the Lease Contract by giving notice shall be effected:

- by bailiff's service or registered letter, and

- with effect from the day on which a new payment period commences, and
  - having regard to a period of notice
- The period of notice shall be equivalent to the length of one payment period, but for notice being given by the Tenant shall be not less than one month and not more than three months, and for notice given by the Landlord shall be not less than three months.

## **20. Default / penalty provision**

- 20.1 The Tenant shall be in default merely on the expiry of one payment period.
- 20.2 For each occasion when the Tenant is in default with the timely payment of any sum of money, he/she shall be liable for interest of 1% per month on the principal sum due, from the date when that payment became due until the date when the principal amount is paid in full. In this context part of a month shall count as a whole month.
- 20.3 If there is a shortcoming attributable to one of the parties in complying with his/her obligations under the law and/or the Lease Contract, and the other party requires to take legal and/or extra-judicial action, then all costs arising shall be met by the party in default.
- 20.4 If the shortcoming consists of a failure to make a financial payment on time and costs are incurred for the extra-judicial collection of that payment, these are hereby fixed at not less than 15% of the amount due with a minimum of € 125.-. If extra-judicial collection is effected by an agent or by counsel, then these costs shall be augmented by the amount of Turnover Tax (VAT) due by the Landlord on the extra-judicial collection costs of the agent or counsel, as the case may be.
- 20.5 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.
- 20.6 The Tenant shall be due an immediately payable penalty of € 25.- for each calendar day for each obligation under the contract or the relevant General Terms and Conditions breached or not complied with, all without prejudice to his/her obligation to continue to comply with those obligations and without prejudice to the Landlord's remaining rights to compensation or otherwise. The said amount is based on price levels at 1 January 2003 and shall be indexed annually, commencing on 1 January 2004.

## **21. Apartments**

- 21.1 If the building or complex of which the Subjects form a part is or becomes split into apartment rights, the Tenant shall be obliged to observe the conditions arising from the deed of division, scheme or regulations in relation to usage. The same shall apply if the building or complex is or becomes part of a housing co-operative.
- 21.2 The Tenant is obliged, so far as within his/her powers, to withhold co-operation from the imposition of any conditions contravening the Lease Contract.
- 21.3 The Landlord shall ensure that the Tenant receives copies of the conditions for usage mentioned in this Clause.

## **22. Waste materials/chemical waste**

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.

## **23. Data Protection Act**

On entering into this Lease Contract and by signature thereof, the Tenant grants the Landlord and (any) property manager permission to record/process the Tenant's personal details on file.

## **24. Requests**

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.

**25. Complaints**

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.

**26. Property Manager**

If a property manager is appointed by the Landlord, the Tenant shall consult with the property manager on all matters arising from the contract.

**27. Consequences of nullity or voidability**

If one part of the Lease Contract or the General Terms and Conditions is void or voidable, this will not affect the validity of the remaining provisions. In such a case the void or voidable provision(s) shall be substituted by provisions as close as legally permissible to what the parties would have agreed if they had been aware of the nullity or voidability.

**28. Final provision**

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