

## **GENERAL TERMS RENTAL CONTRACT RESIDENTIAL ACCOMMODATION STAEDION 2016**

### **The scope of application of these terms**

#### *Article 1*

##### 1.1

These General Terms form part of the rental contract in which they have been declared applicable. If the provisions of the rental contract deviate from the provisions of the General Terms, the provisions of the rental contract will prevail.

##### 1.2.

Invalidity or annullability of any provision of these General Terms does not affect the validity of the remaining provisions. The provision in question will be replaced with a valid provision which approximates the intent of the invalid or annulled provision as closely as possible.

##### 1.3.

Amendments to and/or deviations from the rental contract or the General Terms can only be agreed in writing.

##### 1.4.

The landlord can take the initiative to amend the General Terms insofar as those amendments are reasonable and they are applied after consultation with the tenants organisation.

##### 1.5.

In the event of amendment of the General Terms as described above, the landlord will announce the amendment in advance through publication on the Staedion website and possibly in a local newspaper.

### **More than one tenant**

#### *Article 2*

##### 2.1.

The tenants named in the preamble to the rental contract each have an independent and full right of rental which they exercise simultaneously and with observance of one another's rights.

##### 2.2.

The rent and the service charges are only paid once for the aforementioned rental rights jointly. If the contract terminates with respect to one of a number of tenants, the other tenant(s) will remain liable for the full amount of the rent and service charges.

##### 2.3.

Every tenant is jointly and severally liable for the entire amount of the rent and for or other obligations which arise for them and for the other tenant(s) under this contract and the law. Departure from the

accommodation without terminating the rental agreement does not detract from the payment obligation of the departed tenant.

#### 2.4.

If the landlord is obliged to perform an action with respect to tenant(s) on the basis of a statutory or contractual arrangement, compliance with respect to one of the tenants named in the preamble to the rental contract will release the landlord of its obligation.

#### 2.5.

In order to terminate the contract with respect to both (all) tenants, notice must be given to or by each of them. If notice is given to or by an (incomplete) number of them, the contract will continue unchanged with respect to the other tenant(s).

#### 2.6.

If the tenant's right of rental has terminated as a result of divorce or legal separation and the former spouses were both registered at the address of the rented premises, the tenant is obliged to notify the landlord of the termination of their right of rental in writing immediately following the court ruling that declares this final. As long as the tenant has not given this notification, they will remain liable with respect to the landlord for compliance with all obligations under this rental contract. The above also applies to the termination of a registered partnership. If the co-tenant continues the rental agreement as tenant as a result of the final court ruling, they are obliged to notify the landlord of this immediately in writing.

#### 2.7.

If the tenant marries or enters into a registered partnership and is registered at the address of the rented premises, they are obliged to notify this to the landlord in writing. They will thereby in any case provide:

- the name, date and place of birth of the spouse or registered partner;
- the date on which the marriage or registered partnership was concluded;
- a copy of a legally valid identity document for the spouse or registered partner;
- a copy of the marriage certificate or deed of registered partnership.

#### 2.8.

If the tenant cohabits with someone else who is not named in the preamble to the agreement, this person can be acknowledged as a co-tenant by the landlord at the tenant's request if all the conditions specified below are met. Upon acknowledgement, the co-tenant will enjoy all rights and obligations with regard to the right of rental. They will in any case provide:

- an original and recent extract from the population register showing the residential history.  
This shows that they have been registered at the address in question for at least two years;
- the cohabitee must have their main place of residence at the rented premises;
- proof that an enduring joint household has been maintained for at least two years;
- a copy of a legally valid identity document.

### **The provision and acceptance of the rented premises**

### Article 3

#### 3.1.

The landlord will make the rented premises available on the rental start date.

If the landlord is unable to make the rented premises available on time as a result of force majeure - for example but not exhaustively because the previous tenant has not vacated the rented premises in time contrary to the agreements made, the landlord has not obtained permits in time which were requested in time or because the rented premises were not ready in time - the landlord is not liable for this. The rental will only commence on the date on which the landlord makes the rented premises available to the tenant, unless the tenant has notified the landlord in advance that they no longer wish to proceed with the rental. If the landlord cannot make the rented premises available in time, the landlord is only obliged to take those immediate steps which will minimise any further delay.

#### 3.2.

The tenant and landlord will prepare a description of the rented premises prior to or at the commencement of the rental contract. The tenant and landlord will receive a copy of this description signed by both parties.

#### 3.3.

The tenant declares that they accept the rented premises in accordance with the description of the rented premises referred to in article 3.2.

## **Rent and service charges**

### Article 4

#### Rent

##### *Independent residential accommodation with a non-decontrolled rent for residential accommodation*

#### 4.1.

The rent is adjusted annually by a percentage which will not exceed the percentage permitted by law for residential accommodation with a non-decontrolled rent on the commencement date of the adjustment.

##### *Independent residential accommodation with a decontrolled rent for residential accommodation*

#### 4.2.

If the rented premises comprises of independent residential accommodation with a decontrolled rent for residential accommodation, the provisions of article 4.1 will not apply. In that case the annual rent adjustment will take place on the basis of the change in the monthly price index figure according to the consumer price index (CPI), all households series (2000=100), published by Statistics Netherlands (Centraal Bureau voor de Statistiek CBS).

The formula for calculating the adjusted rent is: the adjusted rent is equal to the current rent on the adjustment date multiplied by the index figure for the month of February of the year in which the rent is being adjusted divided by the index figure for February in the preceding year.

4.3.

If the consumer index figure is no longer calculated and published by the CBS or is altered, a comparable index figure will be used. In the event of a dispute about this, either party can ask the director of the CBS to give a ruling which is binding on the parties. Any costs of this procedure will be borne by the unsuccessful party.

4.4.

The landlord has the right to further raise the adjusted rent calculated on the basis of the index clause as specified in article 4.2 on the adjustment date by up to 2.5%.

#### Service charges

4.5.

In addition to the rent, the tenant will pay a monthly advance payment with regard to service charges. The landlord will provide the tenant with an annual statement itemised by type of the service charges incurred over the preceding calendar year.

Differences between the costs incurred and the service charges paid in advance by the tenant will thereby be settled with the tenant by the landlord, unless it concerns a payment for an element which cannot be settled. With regards to these elements which cannot be settled, the advance paid by the tenant is deemed equal to the final charge, and no settlement therefore takes place.

4.6.

Unless there is a further agreement between the parties, the monthly advanced sum which applies between the landlord and tenant can only be adjusted with effect from the first month following the month in which the statement referred to in article 4.5 is provided.

4.7.

The tenant is in any case bound by a change (reduction or expansion) in the supply of goods or services and the associated adjusted advance payment if that change relates to goods and services which can only be supplied jointly to a number of tenants and at least 70% of those tenants have agreed to this. Staedion will announce in advance which group of tenants this specifically relates to. A tenant who has not agreed to the change can apply for a court ruling on the reasonableness of the proposal within eight weeks after the written notification from the landlord that agreement has been reached with at least 70% of the tenants.

4.8.

If not at least 70% of the group of tenants announced in advance has been reached, the tenant is also bound by a change in the supply of goods or services and the associated adjusted advance payment if:

1. the landlord's interest in the change is such that the tenant cannot withhold its permission, taking reasonable account of the interests of both parties, and
2. the landlord has informed the tenant about the change in good time, has had discussions with the tenant and any residents committee and has obtained agreement from the residents committee if present.

4.9.

The landlord will agree to a change in the supply of goods or services and the associated adjusted advance payment requested by the tenant if that change relates to goods and services which can only be supplied jointly to a number of tenants if at least 70% of those tenants have agreed to the request, unless this is contrary to the landlord's justified interest.

## **The landlord's general obligations**

### *Article 5*

5.1.

The landlord is obliged to resolve defects in the rented premises at the tenant's request, unless this is impossible or requires expenditure which cannot reasonably be demanded of the landlord under the circumstances, or insofar as these should be borne by the tenant under the law, this rental contract or custom and usage.

5.2.

The landlord is not liable for loss suffered by the tenant as a result of a defect that has occurred after the contract was entered into and cannot be attributed to the landlord. Nor is the landlord liable for loss as a result of a defect that was present at the commencement of the contract, but of which the landlord was not and should not have been aware.

5.3.

The landlord is not liable for a practical disruption of the rental enjoyment caused by third parties, unless this liability derives from the landlord's position as landlord of those third parties.

## **The tenant's general obligations**

### *Article 6*

6.1.

The tenant will pay the rent to be paid for the rented premises in full in advance before the first of the month to which the payment relates by payment of the sum owed in the manner specified by the tenant, namely only by direct debit. The landlord will not accept cash payment or payment by debit card. From the first day of the month the tenant will be in default for the instalment for that month and is liable for statutory (commercial) interest.

6.2.

In the event of unsuccessful or refused direct debits with regard to 3 consecutive rental instalments, the direct debit mandate will cease and invoices will be sent, whereby administration costs will be charged.

6.3.

The tenant will not invoke any offsetting against the rent payment, except in the case of Civil Code section 7:206 paragraph 3.

6.4.

The tenant will use and maintain the rented premises with due care and diligence.

Hence the tenant is obliged for example, but not exhaustively, to maintain the garden tidily. The tenant is obliged to establish, use, maintain and keep the private garden such that - in the landlord's opinion - the garden looks cared for. Trees and shrubs present at the start of the rental must be maintained by the tenant and pruned in good time. Nor will the tenant plant a trees, shrubs or other planting which could cause a nuisance to third parties.

The landlord has the right to demand that the tenant removes trees and/or tall planting which the tenant has planted or have them removed at the end of the rental at the tenant's expense.

The tenant is not permitted to use the garden or other rented outdoor space(s) for the storage of goods of any kind which detract from the maintained appearance of the garden or other rented outdoor space(s).

6.5.

The tenant will actually occupy the rented premises during the rental period and actually occupy the residential accommodation as residential accommodation for themselves and the members of their household. They will use the rented premises, including all appurtenances and any communal areas, in accordance with the designated use and not alter this designated use. Communal areas refers to areas such as stairwells, lifts, cellars, attics, garages, storerooms, galleries, gardens, courtyards, storage space for mobility scooters, insofar as the tenant shares the use of these areas with other tenants or users.

The tenant will act in accordance with written instructions given by or on behalf of the landlord in the interest of the proper use of the rented premises and of the areas, systems and facilities in the building or complex of which the rented premises form part. The landlord will strive to confirm instructions given verbally in writing.

6.6.

The tenant will have their exclusive main place of residence in the rented premises throughout the rental period. If the tenant does not actually occupy the rented premises, or has sublet, rented or allowed third parties the use of the rented premises in full or in part without the landlord's permission, the burden of proof that the tenant has had their exclusive main place of residence in the rented premises without interruption lies with the tenant. The tenant will be registered at the address of the rented premises in the Population Register (Basis Registratie Personen).

6.7.

The tenant is prohibited from operating a business or storing goods required for a business in the rented premises, part of the rented premises or the communal areas without the landlord's prior written permission.

6.8.

The tenant is prohibited from subletting, renting or allowing third parties the use of the rented premises in full or in part or to offer the rental or use of the rented premises to third parties on the Internet or otherwise, unless they have the landlord's prior written permission from this. A request for permission must be submitted in writing, specifying the name of the subtenant, the subletting rent and the commencement date of the subletting agreement. A copy of a legally valid identity document for the

subtenant must also be provided to the landlord. Permission given by on behalf of the landlord is once-only and does not apply for other or subsequent cases. The landlord is entitled to attach conditions to its permission.

Initiatives for commercial purposes such as subletting via the website Airbnb are also not permitted. Income which the tenant has acquired through such subletting must be paid to Staedion.

If the tenant acts contrary to the provisions of article 6.8, they will be required to pay the landlord an immediately payable fine of € 150 per day for each calendar day that the breach continues, without prejudice to the landlord's right to demand compliance or dissolution on grounds of breach of contract and compensation insofar as the loss exceeds the fine. The tenant must also pay all income thereby acquired to the landlord.

6.9.

The tenant must ensure that no nuisance is caused to neighbours by the tenant, housemates, pets or third parties who are in, around or in the immediate vicinity of the rented premises or in the communal spaces due to or because of the tenant. The tenant must furnish the residential accommodation in such a way that they do not cause any noise nuisance.

The tenant must also act as a good tenant with respect to employees of the landlord and/or third parties engaged by the landlord. Physical or verbal violence, aggression or other misbehaviour will lead to appropriate (legal) measures against tenants which could lead to termination of the rental contract.

6.10.

The tenant is prohibited from storing, parking or depositing vehicles, waste and/or other goods of any kind in communal stairwells, lifts, cellars, attics, garages, store rooms, galleries, gardens, courtyards and other thoroughfares or communal areas other than those intended and agreed for the purpose, or to use them to exercise animals. If the tenant nonetheless does so, the landlord is entitled remove these goods at the tenant's expense.

6.11.

The landlord deems good tenancy to mean that the tenant will enter into a contract for the supply of (hot) water and energy for the rented premises with one or more (hot) water suppliers and network operators and will comply with the obligations under those contracts. The tenant must terminate the contract for the supply of (hot) water and energy at the end of the rental contract. The tenant will indemnify the landlord at all times against claims from the (hot) water supplier and/or network operator in this regard.

6.12.

If the landlord has entered into a (supply) contract with public utilities in its own name on behalf of the tenant, the landlord accepts no responsibility with respect to the tenant for any breach of contract by those public utilities.

6.13.1.

The tenant is prohibited from (allowing the) growing, drying or cropping (of) hemp or operating or allowing the operation of another production system relating to substances prohibited under the Opiumwet (Opium Act) in the rented premises. A single breach of this prohibition will give the landlord the immediate right to demand the dissolution of the rental contract.

6.13.2.

The landlord is entitled at all times to enter the rented premises with the assistance of the police or law enforcement if there is suspicion of the presence of a hemp nursery or of other activities which are punishable under the Opiumwet.

6.13.3.

Any cost of repairing damage as a result of fire, water, sabotage of metering equipment etc. and any moving or clearance costs will be borne by the tenant.

6.14.

The tenant is obliged to take the requisite steps to prevent damage to the rented premises, in particular in the event of fire, storm, water and frost. The tenant must report any damage which has occurred or is threatening to occur from any cause and defects to the rented premises to the landlord without delay.

If the tenant fails to do so, the cost of the resultant damage both to the rented premises and the property of third parties will be borne by the tenant.

6.15.

The tenant will admit the landlord to the rented premises in connection with checks by the landlord on the tenant's compliance with the obligations under these General Terms and in connection with possible work to be performed by the landlord, meter reading etc. The term 'landlord' also covers persons designated by or on behalf of the landlord.

6.16.

The tenant is prohibited from keeping explosive, flammable or otherwise dangerous and/or harmful materials in the rented premises.

6.17.

The tenant is also prohibited from:

- accessing or using the roof of the rented premises;
- using naked flames in or on the rented premises;
- storing environmentally hazardous items in the broadest sense of the word in, on or in the immediate vicinity of the rented premises, including noxious, flammable or explosive items and/or otherwise harmful materials, except for those in customary daily domestic use;
- using the rented premises in such a way that this use can result in soil contamination or other environmental pollution, cause damage to the rented premises or harm the appearance of the rented premises;
- affixing advertising or signage in any form on or to the rented premises or allow it to be affixed.

6.18.



The landlord deems good tenancy to mean that tenants will take out proper contents insurance, fire insurance and legal liability insurance and will remain properly insured in this regard throughout the term of the contract.

## **Repairs by the tenant**

### *Article 7*

#### 7.1.

The tenant is responsible for minor repairs as specified in law (Besluit kleine herstellingen - Minor Repairs Decree). These include in any case, but not exclusively:

- whitewashing, distemping, wallpapering and painting the interior;
- replacing broken or damaged interior/exterior panes of glass and mirrors;
- the customary maintenance of and minor repairs in the interior to door furniture, switches, sockets, doorbell etc.;
- unblocking toilets, basins, sinks, drains, waste chutes etc.,
- sweeping the chimney;
- cleaning the communal areas;
- clearing the gutters;
- the creation and maintenance of the private garden;
- the maintenance of the communal plantings insofar as these are not public;
- the customary maintenance of hot water heaters/central heating/radiators etc., as well as topping up and venting;
- maintenance of the water taps and making provisions on the water pipes in the event of heavy frost;
- cleaning individual ventilation facilities, such as extractor hoods or extractor units, and the periodic replacement the filters for extractor hoods/extractor units and air conditioning units;
- all other maintenance and repair work which is the responsibility of the tenant according to local custom and usage.

#### 7.2.

All work to be performed by the tenant should be executed properly. The tenant will thereby respect rules stipulated by the authorities or the landlord.

#### 7.3.

The provisions of this article do not detract from the obligation of both parties to bear the cost of those repairs which must be made as a result of intent, fault, omission or improper use by themselves or by persons for whom they are responsible.

## **Urgent work, renovation**

### *Article 8*

#### 8.1.

The tenant will allow all urgent work on the rented premises or adjoining accommodation and on the central facilities.

8.2.

Subject to (semi-)mandatory regulations, the tenant does not in principle have any right to reduction of the rent or compensation as a result of the execution of urgent work or renovation, without prejudice to the tenant's rights if there is an attributable shortcoming on the part of the landlord or a third party engaged by it.

8.3.

If the landlord wishes to renovate the complex of which the rented premises form part in full or in part, it will send the tenant a written proposal to that end.

If the renovation relates to 10 or more homes or commercial spaces which form a structural unit, this proposal will be assumed to reasonable if 70% or more of the tenants of the complex have agreed to it.

If the tenant has not agreed to the proposal and has not sought a court ruling on the reasonableness of the proposal within eight (8) weeks after the written notification from the landlord that 70% or more of the tenants have agreed to the proposal, the tenant is bound by this proposal. The tenant is then obliged to cooperate fully with the execution of the work.

8.4.

This work will take place on weekdays after prior notification of the time, with the exception of urgent cases.

8.5.

The preceding paragraphs do not detract from the landlord's power to terminate the rental contract on the grounds that it urgently requires the property for its own use, including renovation.

## **Alterations and additions by the tenant**

### *Article 9*

9.1.

The tenant is permitted to make alterations and additions to the interior of the rented premises which can be undone without significant cost, except for changes which pose a hazard or nuisance to the landlord or third parties. The tenant requires the landlord's prior written permission for other alterations and additions.

9.2.

The tenant must ask the landlord for permission in writing before making alterations and additions to the rented premises for which the landlord's permission is required. Under this article alterations for which permission is required include, but are not confined to:

- structural additions or rebuilding;
- demolition;
- installing insulation;
- applying paint to the exterior of the rented premises;

- installing external sun blinds;
- installing satellite dishes and other external aerials, radio masts, cameras etc.;
- applying panels, lettering, paintwork and printed material on/in/to or against the rented premises for commercial purposes;
- installing dovecotes;
- installing hard flooring such as tiles, paving and/or parquet flooring in residential premises with heated floors;
- installing solar collectors/solar panels.

### 9.3.

The landlord will grant the permission referred to in the preceding paragraph if this change at least:

- complies with the applicable government regulations and any required permits have been obtained;
- will cause no permanent damage to the rented premises;
- will not cause nuisance to third parties;
- does not impede the landlord in fulfilling its maintenance duty;
- leaves the rentability of the rented premises or adjacent homes unaffected or improves it;
- does not impede effective property management.

### 9.4.

In granting permission, the landlord will indicate whether the alteration or addition must be undone by the tenant at the end of the rental.

### 9.5.

If no permission is granted, the landlord will inform the tenant of its decisions with reasons.

### 9.6.

The landlord can attach conditions to the permission to be granted with regard to the construction and materials to be used, the method of execution, maintenance, insurance, taxes and dues, liabilities, the surrender at the end of the rental, the implementation of additional measures in order to prevent nuisance to third parties, etc.

### 9.7.

The tenant makes alterations and additions to the rented premises entirely at their own expense and risk. The landlord is not liable for any compensation or contribution in this regard other than that to which it has expressly committed itself when or after granting the permission as described in the first paragraph.

### 9.8.

The tenant is obliged to maintain, rectify defects and perform repairs on the alterations and additions which they have made, unless the parties have agreed otherwise.

### 9.9.

The tenant is obliged to remove alterations and additions which they have made at their own expense at the landlord's first notice if this is necessary for the execution of urgent work by the landlord.

### 9.10.

The tenant is liable for the damage caused by an alteration or addition made by the tenant. The tenant indemnifies the landlord against claims by third parties as a result of damage caused by alterations to the rented premises made by the tenant itself.

9.11.

All alterations or additions which have been made by the tenant contrary to the conditions and the landlord's General Terms must be undone at the landlord's first notice.

9.12.

The paragraphs above also relate to alterations and additions by the previous tenant taken over by the tenant in consultation with the landlord.

## **Termination of the rental**

### *Article 10*

10.1.

Both the landlord and tenant must give written notice to terminate the rental contract. The tenant's notice of termination will be confirmed in writing by the landlord.

10.2.

The tenant can give notice to terminate on any grounds with effect from any day of a calendar month provided that this is not a Saturday, Sunday or public holiday, in which case notice is given with effect from the next working day. The tenant must give notice of termination of at least one month.

10.3.

The landlord must give at least three months' notice of termination of the rental contract. This period is extended by one month for each year that the tenant has enjoyed the rented premises without interruption, up to a maximum of six months. Termination must take place with effect from the day on which a new payment period commences.

Notice of termination by the landlord can only be given on one or more of the grounds specified in the Civil Code.

10.4.

If the landlord wishes to rent or sell the rented premises following the end of the rental, the tenant is obliged to allow interested parties the opportunity to view.

## **Surrender of the rented premises at the end of the rental**

### *Article 11*

11.1.

At the end of the rental contract, the tenant is obliged to surrender the rented premises to the landlord fully vacated and clean with the return of all keys in the condition in which the rented premises were received in accordance with the description at the commencement of the rental contract, apart from normal wear and tear which is at the landlord's expense and risk.

The provisions of the third paragraph of this article apply to the alterations and additions made to the rented premises by the tenant.

11.2.

The landlord and tenant will inspect the rented premises together before the end of the rental contract. The tenant will give the landlord the opportunity to do this.

A schedule of condition will be prepared during the inspection which will record what repairs must be performed by and at the expense of the tenant before the end of the rental contract, together with the estimated cost of repairs. Both parties will receive a copy of the schedule of condition.

11.3.

The following rules will apply with regard to the alterations and additions made by the tenant during the rental period with or without permission:

- a. the tenant must undo alterations and additions which have been made without permission or which do not comply with the provisions of article 9.3 and/or article 9.6 at the landlord's request;
- b. the tenant is obliged to remove alterations and additions at the end of the rental if the landlord has stipulated this in writing when granting permission or has made no stipulation in this regard;
- c. Without prejudice to the provisions of this paragraph, the tenant is entitled - unless agreed otherwise - to undo alterations and additions which they have made, provided they restore the rented premises to the state in which they were at the commencement of the rental.

11.4.

If the tenant has not complied with their obligations to repair, fully vacate and undo alterations or additions made at the end of the rental contract, the landlord is entitled to perform or commission all necessary work resulting from this itself at the tenant's expense, whereby the tenant hereby undertakes to pay these costs. The tenant will also be liable for other loss caused by their negligence.

11.5.

If the tenant has left goods in the rented premises at the end of the rental contract, the landlord is entitled to remove those goods without notifying the tenant and without the landlord having a duty to store them. All costs of removing the goods will be borne by the tenant.

The provisions of this paragraph do not apply to movable goods which the tenant has transferred to the successor tenant, provided that this transfer has been notified to the landlord in writing.

11.6

If the tenant continues to use the rented premises following the end of the rental contract or enables third parties to do so, the tenant is liable to pay compensation to the landlord equal to the monthly rent. This compensation does not detract from the landlord's right to recover the actual loss suffered.

## **Tenant's liability**

### *Article 12*

12.1.

The tenant is liable for the damage which is caused during the rental period to the rented premises, which also includes the exterior, as a result of a shortcoming in compliance with an obligation under the rental agreement attributable to them.

12.2.

Solely for the purpose of this article, the rented premises are deemed to include the pipes and cables located in the soil belonging with the rented premises.

12.3.

The tenant is liable with respect to the landlord for their own actions and similarly for the actions of those who use the rented premises with their approval or are present there with their approval. The tenant is also obliged to take steps to prevent damage to the rented premises. The tenant must report any damage which has occurred or is threatening to occur from any cause and defects to the rented premises to the landlord without delay.

12.4

The landlord is not liable for the damage to the person or goods of the tenant and/or its housemates caused by calamities such a storm, frost, lightning strike, heavy snowfall, flooding, rise or fall groundwater level, nuclear reactions, armed conflict, civil war, insurrection, civil commotion, riots and other calamities.

## **Participation and consultation**

### *Article 13*

13.1.

The landlord and tenant will strive to have structured consultation about issues relating to a joint interest. The tenant has multiple forms of representation, whereby distinction is made between formal representation (e.g. a tenants organisation or a residents committee) and informal representation.

13.2.

As regards formal representation, compliance will be sought with the provisions of the Wet op het Overleg Huurders Verhuurder (Tenants and Landlord Consultation Act). It is also possible to expand the powers of a formal representative by mutual agreement.

13.3

If and insofar as the tenants feel there is a need, the landlord has an obligation to make its best effort to establish a formal representative in consultation with the tenants in the absence of such a representative.

13.4

As regards the informal representation, the landlord and tenant are free to determine how the informal representation is implemented. The tenant and landlord will preferably make written agreements about this.

## **Other provisions**

### *Article 14*

#### 14.1.

If the building or complex of which the rented premises form part is divided into apartment rights, the tenant is obliged to comply with the rules concerning the use arising from the deed of division, bylaws and regulations, including decisions by the Association of Owners, except insofar as they conflict with (semi-)mandatory regulations. The aforementioned deed of division, bylaws and regulations form an intrinsic part of the rental agreement. The tenant can view these documents on request.

#### 14.2.

If it should be found that the tenant has provided the landlord with incorrect or incomplete information or has otherwise acted fraudulently with regard to entering into the rental contract prior to/when the rental contract is entered into, the landlord can terminate the contract with immediate effect and the tenant must leave the rented premises immediately without the tenant being entitled to any form of compensation.

#### 14.3.

If the tenant breaches any provision of the rental contract and the General Terms which form part of it, the tenant is liable to pay the landlord an immediately payable fine of € 25 per calendar day that the breach continues, insofar as the rental contract or these General Terms do not contain a specific penalty clause, without prejudice to the landlord's right to demand compliance or dissolution on grounds of breach of contract, together with compensation insofar as that exceeds the fine. This fine will be payable without judicial intervention for every day that the breach continues. The tenant must also pay all income acquired through or as a result of the breach to the landlord.

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Thus adopted,

The Hague, 1 October 2016