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## **General Rental Conditions independent lodgings as of 1 January 2018**

### ***Your rights and obligations***

*In these general conditions, your rights and obligations as a lessee are arranged for, as well as those of Gapph Vastgoedbeheer, Gapph in the following, in the capacity of lessor.*

*Read these conditions with care.*

### **Article 1 The scope of these general rental conditions**

These general rental conditions are a part of the rental agreement in which they have been declared applicable. If the provisions of the rental agreement deviate from those of these general rental conditions, the provisions of the rental agreement take precedence.

### **Article 2 Target market**

2.1 The entire accommodation is intended for student housing. The location will be proposed to UCR-students. Upon termination of a contract, the space will be proposed again to a student belonging to the target group as described in the rental agreement.

2.2. The duration of the rental agreement has been set on the basis of the duration of the studies. The lessor will only rent out to lessee as long as the latter is a student pursuant to the rental agreement. As soon as lessee ceases his studies intermediately, lessee will inform lessor of this immediately.

2.3 Lessee will no longer belong to the relevant target group as soon as lessee is no longer registered as a student at the Roosevelt Academy in Middelburg.

2.4 Lessor will terminate the rental agreement as soon as lessee no longer is a student.

2.5 At the first request of lessor, lessee will provide lessor with information on being registered as a student or not, as established in article 2.3.

### **Article 3 Hand-over and acceptance of the leased object**

3.1 Lessor will hand over the leased object, barring unforeseen circumstances, on or around the effective date of the lease, unless this is not a business day. In case of unforeseen circumstances, the lessee will waive his rights pursuant to the rental agreement, unless parties agree on a later date for the hand-over of the leased object. At the moment an unforeseen circumstance occurs due to which the lessor is able to hand over (a part of) the leased object on a later date than the effective date of the rental agreement, the lessee will not owe rent for the days that the leased object is not available and/or for that part of the leased object.

3.2 Before or upon commencement of the rental agreement, a description of the leased object will be recorded. It will be made available digitally in 'MijnVillex'.

3.3 Lessee declares to accept the leased object in good condition and without any visible defects, unless the lessee reports to the lessor in writing within 1 week after commencement of the lease on hidden defects identified since.

Lessor exerts himself to resolve all technical defects identified pursuant to section 3.2 within four weeks. In case this turns out not to be feasible due to force majeure (ordering and delivery terms, etc.) lessor will determine through consultation with lessee when the defects will be resolved.



#### **Article 4 Service charges**

4.1 If applicable, lessee monthly pays an advance amount with regard to service charges. The lessor will annually, and no later than six months after conclusion of a calendar year, provide the lessee with a disaggregated summary of the service charges billed over the course of that calendar year.

Differences between the costs effectively incurred and the service charges paid by the lessee as an advance will thereby be set off with the lessee by the lessor, unless it regards compensation for a fund/non-deductible service charges established by the lessor. With regard to these funds/non-deductible service charges, the rule applies that the advance paid by the lessee will be set at the same amount as the final bill; therefore, no set-offs will take place.

4.2 The monthly advance sum applicable between lessor and lessee can only be increased, barring a more specific agreement entered into between parties, from the first month following the month in which the summary as intended in the first section of this article is provided.

4.3 Lessee is bound by a modification of the provision of matters or services and the associated advance sum, if that modification regards matters and services which can only be provided to a number of lessees collectively and at least 70% of those lessees has given their consent to it. A lessee who has not agreed to the modification can demand, within eight weeks after the written notification by the lessor that an agreement has been reached with at least 70% of the lessees, a ruling by the court on the fairness of the proposal.

#### **Article 5 Payment**

5.1 Lessee settles the price due for the leased object in its entirety and in advance, prior to the first day of the month by paying the amount owed in the manner indicated by the lessor. From the first day of the month, lessee is in default for the term for that month and owes statutory interest.

Payment of the gross rent takes place through direct debit by bank. In case payment is not provided for by direct debit, the lessor may apply costs.

5.2 Upon paying rent, the lessee will make no appeals to any set-offs, barring the situation as in article 7: 206 section 3 Netherlands Civil Code ('BW'). This article enables a lessee to resolve a defect where the lessor is in default with regard to providing a resolution. Rules apply here as described under article 6.1.

5.3 In case of payment delays, the following provision applies; the payments made by lessee are considered to serve primarily for the settlement of additional (administration) costs and statutory interest on account of late payment, and subsequently for all costs incurred by lessor for the implementation of the rental agreement.

#### **Article 6 The general obligations of lessor**

6.1 Lessor is obligated upon request by lessee to resolve defects to the leased object, unless it is impossible, or if it requires expenses which under the given circumstances cannot reasonable be demanded from the lessor, or to the extent that, pursuant to legislation, this rental agreement or customs, they are borne by the lessee.

6.2 As soon as the lessor can be accused of gross intent or negligence, the lessor is obligated to compensate any damage caused by a defect, in case the defect has occurred after entering into the agreement and if it can be attributed to him, as well as in case the defect existed at the moment the agreement was entered into and the lessor was aware or should have been aware of it then, or if he communicated to the lessee at that time that the leased object did not have the defect.

6.3 Effective disturbance by third parties is not a defect.

## **Article 7 Use of the leased object**

7.1 Lessee will use and maintain the leased object as is becoming to a diligent lessee. Being a diligent lessee also means that the lessee behaves in a decent manner towards both the lessor and local residents.

7.2 During the term of the lease, lessee will use the leased object as his own and will maintain his main domicile there. The lessee must register at the address of the lodgings in the civil registry of the municipality. Lessee has his main residence there continuously, and it is not permitted to use it as a second home. The burden of proof with regard to main residence falls to the lessee.

He will not alter the leased object, including all appurtenances and any possible common areas, use matters in accordance with the end-use and will not modify this end-use. Intended by common areas are areas such as staircases, elevators, basements, attics, garages, storage rooms, galleries, gardens, backways, courtyards, to the extent the lessee shares the use of these areas with other lessees or users.

7.3 In case the lessee will be absent for a period longer than two months, he is obligated to communicate this to the lessor, along with the specification of a proxy who can represent him with regard to this agreement.

7.4 Only with the prior written permission of the lessor is it allowed to the lessee to sublet the leased object entirely or partially or to give it in use to (a) third party(-ies). A request for permission must be submitted in writing, under specification of the name of the subtenant, the sublet price, and the effective date of the sublet agreement. Lessee is bound to make these general conditions applicable to the sublet relationship.

For the subletting or the offering for use of a part of the leased object, the permission required from the lessor will in principle be granted, on condition the lessee himself will use the leased object as main residence and there will not be a situation of overcrowding, and on condition the lessor will not have other reasonable objections against the sublet(ter)/use(r).

7.5 In case lessee has sublet the leased object partially or completely without the permission of lessor, has ceded it in rent, or given it in use to (a) third party(-ies), the burden of proof with regard to the lessee having constantly maintained his main residence in the leased object, will fall to the lessee.

7.6 In case lessor has reasons to assume that the lessee has ceded the leased object partially or completely, without the permission of the lessor, in use or in sublet, or if he provides boarding there, the lessee is obligated to cooperate towards an investigation on the matter by the lessor. If so requested, the lessee is obligated to hand over all relevant information and documentation, including the personal data of the user(s) or subtenant(s), to the lessor and to permit one or more visits by the lessor to the lodgings.

7.7 Illegal sublet constitutes immediate grounds to request rescission of the rental agreement and eviction from the leased object.

7.8 Lessee must make sure that no disturbance or inconvenience is cause to local residents by lessee, flat mates, pets or third parties who find themselves in the leased object or in the common areas on account of the lessee.

7.9 Lessee must furnish the lodgings/floors in such a way that he will not cause disturbance to local residents.

It is not permitted to the lessee to apply hard non-removable carpeting such as cork or tiles, without the written permission of the lessor.

7.10 Lessees of lodgings in apartment buildings are obligated to apply a layer underneath hard carpets such as laminate floors, wooden floors, linoleum, which meets the minimum insulation standard. This standard varies per building; information must be obtained from the lessor beforehand.

7.11 It is not permitted to lessee to grow, cut and/or dry hemp (weed) in the leased object, nor to engage in other activities which are punishable pursuant to narcotics legislation, the 'Opiumwet'. In such case proceedings will be started without further announcement demanding rescission of the rental agreement and eviction of the lodgings. The (enabling of) traffic in drugs in/from/around the leased object is not permitted.

If the lessee acts in violation of this provision, lessee will owe lessor an immediately payable fine of € 10,000. And this without prejudice to the right to compensation of the lessor.

7.12 Lessee will not destine the leased object – including garden or yard – for the storage or keeping for the likes of hazardous substances, machinery, vehicles, car wrecks, commercial goods, or products with an impact on the environment.

7.13 Lessee will discard his waste in the areas and hours indicated for it and in a pre-sorted manner, and will not throw out or deposit food or waste outside from the leased object, nor leave it in common areas.

7.14 Lessee must make sure that the roof or flat awnings of the object leased by him is not entered on, nor that objects/matters are placed on it, whether by him or by third parties. Only the lessor or persons charged by the latter with the carrying out of (inspection) activities may enter on the roof or the flat awnings. Lessee is liable for all damage due to the unauthorised entry on the roof or flat awnings by him or third parties which are in the leased object on account of the lessee.

7.15 The lessee must keep the lodgings clean to a reasonable standard. The lessee must keep the balcony which may be a part of the lodgings well maintained and clean and use it exclusively as a balcony.

7.16 It is forbidden for the lessee to attach to the facades or entrance doors of the lodgings posters, billboards, or other announcements, barring the written permission of the lessor.

7.17 Lessee will carry out such maintenance on the gardens, yards, driveways, and year partitions so that these appurtenances will make a well-kept impression; in any case as is described in the regulation on small repairs, 'Besluit Kleine Herstelligen', as established by the authorities.

In the event of conduct in violation of this article, lessee will owe the lessor an immediately payable fine of € 4,000, increased by € 50 per day that the sublet continues/has continued, with a maximum of € 8,000. For unlawful sublet it also applies that the lessee must cede all earnings from the sublet to the lessor, without prejudice to the right of lessor to claim the contractual fine referred to in this article.

### **Article 8 Lessee's duties**

8.1 Lessee is obligated to take the necessary measures to prevent damage to the leased object, especially in case of fire, storm, water, and frost. Lessee must forthwith report to lessor (imminent) damage which has occurred for whatever reason, as well as defects, to the leased object. In the event of negligence of lessee in the matter, the damage occurring as a result, both to the leased object and to the property of third parties, will be borne by lessee.

8.2 In connection with the monitoring by lessor of compliance with the obligations of lessee pursuant to these general rental conditions, or in connection with works or the control of mileage which lessor may have to carry out and the likes, lessee will give lessor access to the leased object on business days between 7.00 AM and 6.00 PM. Also intended by lessor are the persons designated by or on behalf of lessor.

8.3 Lessee will give persons put in charge by lessor of the conducting of control visits or of the carrying out of activities access to the leased object. These persons are obliged to identify themselves.

8.4 Lessor will at all times preannounce visits to lessee. Without permission, the leased object will not be entered. Exception to this rule is the event of calamities.

### **Article 9 Repairs by lessee**

9.1 Borne by lessee are small repairs as described in any case in the ruling 'Besluit Kleine Herstelligen', as established by the authorities.

9.2 All works to be conducted by lessee must be carried out professionally, at least if and to the extent it is not established for the lessee to carry them out himself against compensation. Lessee will thereby observe the regulations issued by the authorities, the lessor, or other competent institutions.

## **Article 10 Common areas**

10.1 Lessee uses the common areas in accordance with their end-use. It is not permitted to place objects neither/nor to store them in the common areas. In case the lessee acts in violation of this, the lessee thereby irrevocably waives his property rights.

10.2 It is forbidden to store bicycles (with or without an auxiliary motor), scooters, motorised vehicles, strollers etc. in the common areas, unless lessor has granted prior written permission to do so.

10.3 In case the lessor finds objects in the common areas, he is authorised without any further announcement to remove the objects found, to store them, or to destroy them. The cost of removal, storage, or destruction possibly are for the lessee(s) involved, or at the risk of all lessees of the relevant building collectively.

10.4 Along with his co-users, lessee is responsible and liable for keeping clean and tidy the common areas and for regularly removing litter. Lessee must comply with this obligation by mutual agreement with the co-users, and in the absence thereof upon indication of lessor. In the event of continued negligence, lessor may order third parties to carry out the cleaning and tidying activities. The cost associated with this must be paid by the lessees collectively.

## **Article 11 Carrying out of urgent works by lessor**

11.1 Lessee will permit all urgent works to the leased object or to adjacent lodgings, as well as to the central facilities.

11.2 Lessees of lodgings on ground floor are obligated to grant persons charged with these tasks access to their yard for periodic activities on lodgings above or besides theirs, such as window cleaning. Arrangements regarding must be observed by the relevant parties in all reason.

11.3 Lessee is not entitled to a reduction of the rental price, nor to compensation, as a result of the execution of urgent works or renovations. In case it turns out during a renovation that lessee due to the activities will not be able to dispose of (a part of) the leased object for an extended period of time, consultations between lessee and lessor regarding a suitable solution will take place.

11.4 In case lessor wants to partially or completely renovate the building of which the leased object is a part, he will make the lessee a written proposal on the matter. This proposal is considered reasonable in case 70% or more of the lessees of the building has consented to it. In case lessee has not agreed to the proposal, nor has sought a ruling by court, within eight (8) weeks after the written notification of the lessor that 70% or more of the lessees has consented to the proposal, with regard to the fairness of the proposition, he will be bound by it. In that case, lessee will be obligated to give full cooperation to the carrying out of the activities.

In the event of a renovation, if 70% or more of the lessees of the building has approved, lessee will also declare to agree to a potential increase of the rent as a consequence of the renovation, to the extent that increase of the rent is reasonably proportionate to the expenses incurred by the lessor for this renovation.

11.5 Intended works will take place, after preannouncement of the hour, on business days between 7.00 AM and 6.00 PM, excepting urgent matters, however.

## **Article 12 Application of changes and additions by lessee**

12.1 It is permitted to lessee to apply changes and additions which can be undone without significant costs on the inside of the leased object, except in the event of alterations which cause danger, disturbance, or inconveniencies for lessor or third parties. The leased object must at all times be restored in its original state by the lessee at the end of the rental agreement. For other alterations and additions, lessee requires the prior written approval of the lessor.

12.2 The lessor may subject his permission to conditions which regard, for example:

- Nature and quality of the material to be used and the manner of execution;
- The prevention of damage to the construction of the leased object or the building;
- (Structural and safety) regulations by the authorities;

- Maintenance on the alteration;
- Additional provisions to prevent disturbances to third parties;
- Insurance, taxes, and liability;
- Socially responsible landlord (the objectives to be achieved by lessor in the area of public housing)
- The interests of lessor, including the interests of house-seekers and future lessees to be furthered by him
- The desired architectural appearance of the facade or the described quality of the living environment
- Upon granting permission, lessor will indicate whether the modification or addition must be made undone by lessee at the end of the lease.

12.2 All alterations applied in violation of the conditions of lessor must be eliminated by lessee upon first request of lessor.

12.3 Lessee in principle applies alterations entirely at his own expense and risk.

12.4 Lessee is liable for the damage which is caused by an alteration or addition applied by lessee. Lessee safeguards lessor against claims by third parties for damage caused by alterations to the leased object applied by lessee himself.

12.5 Lessee must take into account the maintenance to be carried out by lessor on his apartments. Alterations applied to the lodging by lessee which hamper maintenance will be removed (temporarily) by lessee at his own expense, so that the necessary maintenance can be carried out according to the planning of the lessor.

12.6 It is forbidden to lessee to install a satellite dish or a transmitter on or at the leased object.

### **Article 13 Termination of the lease**

13.1 The rental agreement is entered into for a fixed period of time. A request for the premature termination of the rental agreement is only possible in case enrolment for studies is also terminated prematurely.

13.2 In case lessee terminates his or her studies before the end date of the rental agreement, he or she can submit a request for the premature termination of the rental agreement to the lessor. Proof of premature termination of studies must hereby be provided. Lessor will in that case cooperate towards the premature termination at the end of a semester, being per 31 December or per 15 July.

13.3 In case lessee cannot provide proof of enrolment at the Roosevelt Academy within three months after the lessor's request, the latter may terminate the rental agreement because he wishes to rent out the space to a new student.

13.4 After termination of the rental agreement, it is permitted to lessor to organise viewings of the accommodation for potential lessees. These viewing will be preannounced at all times.

13.5 If a rental agreement is entered into for an indefinite time, or if it has transitioned into an agreement for an indefinite time (no campus-rental contract pertains here, therefore), it can be terminated by either party, by way of registered mail. The notice period to be observed by the lessor amounts to three calendar months. For the lessee, the notice period amounts to one calendar month.

### **Article 14 Hand-over of the leased object upon the end of the lease**

14.1 At the end of the rental agreement, lessee is obligated to hand over the leased object entirely evacuated and clean to the lessor, and in the state in which the former accepted it upon commencement of the rental agreement according to the description, barring the extent to which normal wear has occurred which will be at the expense and risk of the lessor. For modifications and additions applied to the leased object by lessee, the provisions in the third section of this article apply.

14.2 Prior to the end of the rental agreement, lessee will receive from lessor instructions by way of 'MijnVillex' regarding how the leased object must be handed over. Lessor will conduct a check-out check on location. Lessee may be present at such occasion. In case the leased object is not handed over correctly, pursuant to instructions the 48-hour rule will become effective; lessee will be given the opportunity to resolve defects within 48 hours. In case the leased object is not restored within the reasonable term to the proper state – as reported in the acceptance report referred to in this section – lessor will be authorised, without any further default notice, to carry out the restoration activities specified in the acceptance report at the expense of the lessee.

14.3 With regard to modifications and additions applied by the lessee during the lease, with or without permission, at the end of the lease the following rules apply:

- lessor can demand that modifications and additions applied without permission, or which do not comply with the provisions in article 12.3, will be possible to be eliminated by lessee;
- lessee is obligated to eliminate modifications and additions at the end of the lease, in case lessor has stipulated this upon granting permission in writing;
- without prejudice to the provisions in this section, lessee is authorised at all times to undo the modifications and additions applied by him, on condition he restores the leased object to the condition it was in upon commencement of the lease.

14.4 In case lessee at the end of the rental agreement has not complied with his obligations to restore, completely evacuate, and possibly undo applied modifications or additions, lessor will be authorised to carry out all works which are necessary as a result himself – at the expense of the lessee – or to have them carried out. Also other damage which has occurred as a result of the negligence of lessee will be borne by the lessee.

14.5 In case lessee at the end of the rental agreement has left matters in the leased object, lessor will be authorised to remove those matters, without incurring any obligation to retain such. All costs of the removal of matters are borne by the lessee. The provisions of this section are not applicable to movable property which lessee has transferred to the subsequent lessee, on condition this transfer is reported to lessor in writing.

14.6 If a rental agreement ends as a result of the death of the lessee and within two full calendar months after passing no heirs report to the lessor, the latter will be authorised, without judicial intervention, to enter the lodgings. The lessor is authorised to remove all matters present at the lodgings without incurring an obligation of retention. Any possible removal costs will be borne by the heirs of the lessee.

14.7 In case of effective eviction and evacuation of the leased object prior to the end of the lease, the lessee is liable for the damage resulting from third parties using/entering the leased object without the permission of lessor.

### **Article 15 The liability of lessee**

Lessee is liable for the damage occurring to the leased object during the lease, including on the outside, by a shortcoming attributable to him with regard to complying with an obligation pursuant to the rental agreement. All damage, with the exception of fire damage, is assumed to be the consequence of such. Lessee is liable towards the lessor in the same manner as for his own conduct with regard to the actions of those who on account of lessee use the leased object or are located there on account of lessee.

The leased object is considered – though exclusively for the application of this article – to also include the conduits, cables, and tubes which are located in the soil associated with the leased object.

## **Article 16 Default of lessee and lessor**

16.1 Lessee is in default if a term expires and if lessee no longer complies with his obligation towards the lessor. This regards, amongst other things, instalments of rent and the hand-over term upon termination of the rental agreement.

16.2 In case lessee fails to timely and fully settle the rental sum or other amounts agreed on, the lessor may apply statutory interest. The interest applies to the amount owed from the expiry date until the day of full settlement of the amount. Thereby, a part of a month is considered as an entire month.

16.3 In case one of the parties is in default with regard to compliance with any obligation which they, pursuant to legislation and/or the rental agreement, are subject to and as a result judicial and/or extrajudicial measures must be taken by the other party, all consequent costs will be borne by the one party.

16.4 In case the lessee is in default regarding full payment of the gross rent, the lessee will owe lessor (amongst other things) the extrajudicial (collection) costs, as elaborated below. The lessor claims an amount equal to the maximum amount statutorily permitted in the matter of extrajudicial collection costs, as established in and calculated in accordance with the decree on extrajudicial collection costs, 'Besluit vergoeding voor buitengerechtelijke incassokosten', to the extent the outstanding amount – after default becomes effective – is not, in second instance, paid within 14 days counted from the day after the day of summation by the lessor.

## **Article 17 Requests to relocate**

17.1 At two moments annually, lessee can submit a request to relocate, that is, at the end of a semester. The application term and cost charged for this are in accordance with the arrangement made with UCR.

17.2 Lessee is responsible himself at all times for handing over the current space in empty and clean condition. During relocation, lessee must be available to be reached by the lessor at all times. If lessee is not present, lessor must be in possession of a key and the permission to enter the lodgings.

17.3 In case lessee is late on payments, lessor is authorised to reject the request to relocate.

## **Article 18 Other provisions**

18.1 Upon entering into this rental agreement, lessee will grant permission, by signing it, to the lessor and to the (possible) administrator to incorporate/process the personal data of the lessee in a file.

18.2 By signing this rental agreement, lessee grants permission to the competent authorities (mayor, the municipal council, law enforcement, etc.) to provide, in case of violation of (narcotics) legislation, the necessary information about this violation.

18.3 In case a part of the agreement or of these general rental conditions can be annulled, this does not affect the validity of the other articles. Instead of the annulled or void part it will be considered as established what, in a legally admissible way, is closest to what parties would have agreed on in case they had been aware of the nullity or voidability.

18.4 In case digital information on the lessee is known, lessee consents to the lessor digitally corresponding by way of "MijnVillex" with lessee.

18.5 Lessor can modify the general rental conditions and the rates listed in them. The general rental conditions can be changed substantively in case of altered circumstances or in the event of changed policies. When establishing the modifications, the lessor will take into account the reasonable interests of the lessees. The modification becomes effective on the first day of the month following 8 weeks after announcement of the new general rental conditions.